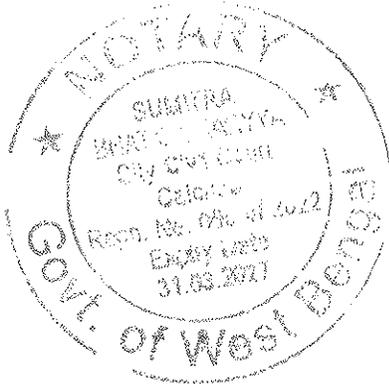


**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA**

ORIGINAL APPLICATION NO. 37/2025/EZ



In the matter of :

Subrata Mullick

..... Applicant

-Versus-
MoEF & CC

~~The State Of West Bengal & Ors~~

..... Respondents.

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4.	Copy of Consent to Operate, Licence to Factory, Fire License, Property tax.	R-3	72-80

Filed by

Krishnendu Bera

Krishnendu Bera

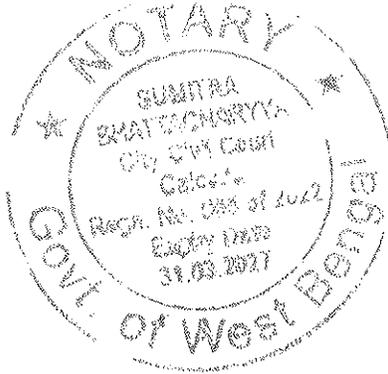
Advocate

Mob: 9804470595

Email : krishnendubera87@gmail.com

14 NOV 2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 37/2025/EZ**



In the matter of :

Subrata Mallick

.....Applicant

-Versus-

Ministry of Environment, Forest and
Climate Change & Ors.

..... Respondents.

COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT NUMBER 03.

I, Sumant Taparia, Son of Shri Sushil Kumar Taparia, aged about 44 years, by faith- Hindu, by Occupation- Service, working for gain in SPS Steels Rolling Mills Ltd., having registered office at Diamond Prestige, 41A AJC Bose Road, 7th Floor, Room No. 701, Kolkata – 700017 and Plant at Grand Trunk Road, Durgapur, West Bengal- 713206, do hereby solemnly affirm and state as follows:-

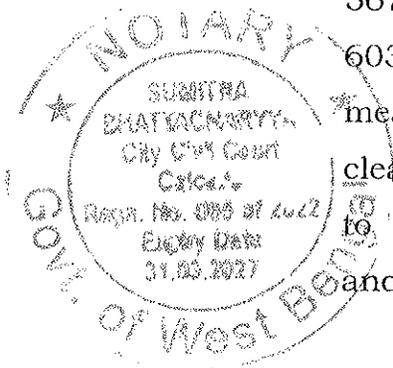
1. That I am the Authorized Signatory of respondent no. 3 being SPS Steels Rolling Mills Ltd. in the instant original application and as such I am well acquainted with the facts and circumstances of the instant original application and competent to sign and swear this affidavit.

X

2. That I have been advised to deal with relevant paragraphs of the application which appears to be material and relevant for proper adjudication of the instant case and the paragraphs and/or portion of the paragraphs which are not specifically admitted, be deemed to have been denied by me.

3. Before dealing with averments and/or allegations made in various paragraphs of the petition, I crave leave to place following facts for proper appreciation and / or adjudication of the case :

(a) That instant Original application moved before this Hon'ble National Green Tribunal inter-alia praying therein for a direction to take adequate measures for protecting and preserving the forest land at Mouza- Gopinathpur, Khatian no. 5676, J.L. no. 85, Blok- Additional Faridpur-Durgapur, Dag no. 603, District- Paschim Bardhaman and to take adequate measures to stop encroaching of the Forest Land as well as to clear the encroachment of forest land by respondent no. 3 and to calculate the environmental compensation for destroying and encroaching forest land.



(b) That by virtue of three Deed of Lease executed on 18th February, 1999, 29th December, 1999 and 11th November, 2003 by the State of West Bengal being the 'Lessor' in favour of the answering respondent no. 3 under Mouza- Gopinathpur, J.L. no. 85, in respect of C.S. plot nos. 74 (part), 75, 76 (part), 82 (part), 86 (part), 87 (part), 88, 89 (part), 90 (part), 91, 92 (part), 93, 94 (part), 95, 96, 97 (part), 98 (part), 99 (part), 112 (part),

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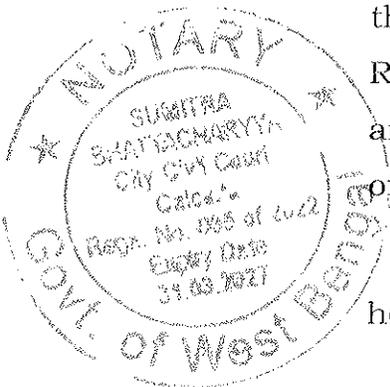
113 (part), 114 (part), 115 (part), 116, 117 (part), 130 (part), 131 (part), 132 (part), 133, 134, 135 (part), 136 (part) for the Deed of Lease dated 18th February, 1999 and in respect of C.S plot nos. 36 (part), 63, 64 (part), 65 (part), 66 (part), 67 (part), 68 (Full), 69 (part), 70 (part), 71 (part), 72 (Full), 73 (part), 74 (part), 77 (part), 78 (part), 79 (part), 80 (Full), 81 (part), 82 (part), 83 (part), 92 (part), 3220 (part), 3221 (part) for the Deed of Lease dated 29th December, 1999 and in respect of C.S. Plot nos. 69 (part), 70 (part), 71 (part), 98 (part), 99 (part), 100 (part), 102 (part), 108 (part), 109 (part), 110 (part), 111(part), 3211 (part), 3215 (part), 3216 (part), 3217 (part), 3218 (part), 3219 (part), 3220 (part), 3221 (part), 3222 (part), 3239 (part), 3246 (part) for the Deed of Lease dated 11th November, 2003 for the period as stipulated in the said Lease Deeds.

Copy of the said Deeds of Lease are annexed hereto and marked with the letter 'R-1' to this affidavit.

- (c) That by virtue of solemn order dated 08th April, 2019 passed by the Hon'ble National Company Law Tribunal the 'SPS Steels Roling Mills Ltd.' was taken over by the present management and since then the present Directors are managing the affairs of the answering respondent.

Copy of the said order dated 08.04.2019 is annexed hereto and marked with the letter 'R-2' to this affidavit.

- (d) That the answering respondent duly obtained to the 'Consent to Establishment' and 'Consent to Operate' from the West Bengal Pollution Control Board which is valid till 30.09.2028. It is also



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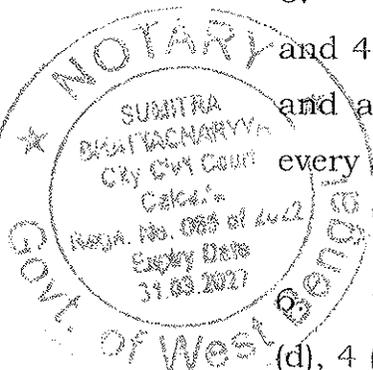
matter of record that the respondent no. 3 also obtained licence to work a 'Factory' from the Govt. of West Bengal and duly obtained Fire License and paying property tax regularly.

Copy of the said Consent to Operate, Licence to Factory, Fire License, Property tax are annexed hereto and marked with the letter 'R-3' to this affidavit.

4. That with regard to the statements made in paragraphs 1, 2 and 3 of the said application I say that those are matter of record and anything contrary to the records I deny and dispute each and every allegations and I state that the applicant not approached this Hon'ble Tribunal in clean hands and the directions which are sought are not sustainable under the law.

5. That with regard to the statements made in paragraphs 4 (a) and 4 (b) of the said application I say that those are matter of record and anything contrary to the records I deny and dispute each and every allegations.

That with regard to the statements made in paragraphs 4 (c), 4 (d), 4 (e) and 4 (f) of the said application, I deny and dispute each and every allegation and further say that the answering respondent not violated and/or not obtained environmental clearance by suppressing any fact. It is also denied that the answering respondent has encroached any forest land and/or constructed illegally without any forest clearance. It is evident from the counter affidavit filed by the respondent no. 8, the Divisional Forest Officer categorically stated

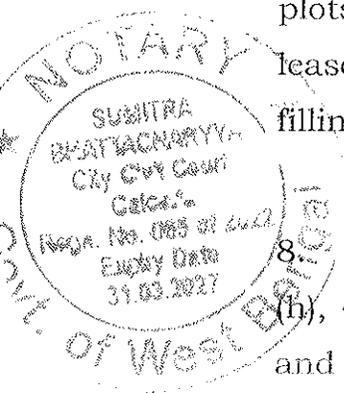


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that the Plot no. 603, Mouza- Gopinathpur falls within the ownership of Asansol Durgapur Development Authority (ADDA) and the Forest Department, Govt. of West Bengal does not have any ownership of the said plot of land and mere mention of classification of land as 'Jungle' does not give ownership of said land to the Forest Department, Govt. of West Bengal. Therefore from the affidavit filed by the respondent no. 8 it emphatically establishes that the answering respondent has not encroached any forest land and/or obtained environmental clearance upon suppression of any fact.

7. It is further denied that the answering respondent dumped water body measuring 2.22 acres and filled the same. It is also further denied that the respondent no. 3 have encroached R.S Plot no. 3271 and 3272 which is recorded as pond and thereafter constructed steen melting shop by filling the pond. It is stated that no such land situated at R.S Plot no. 3271 and 3272 has ever been leased in favour of the respondent no. 3 by the Govt of West Bengal. That the said plots are outside the area of the respondent no. 3 which have been leased in favour the answering respondent. Therefore question of filling up of water body does not arise.

8. That with regard to the statements made in paragraphs 4 (g), 4 (h), 4 (i) and 4 (j) of the said application those are matters of record and the applicant can satisfy about the said representations submitted before the respondent authorities and any thing contrary to the records the respondent no. 3, I deny and dispute the same. It is stated that only to harass the respondent no. 3 and hamper the business of the answering respondent.



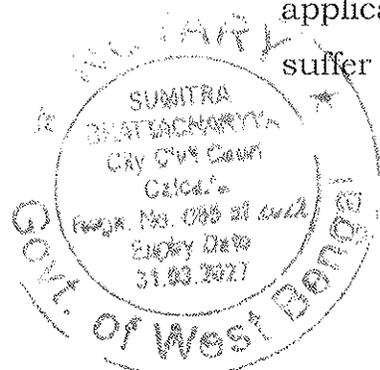
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9. That with regard to the statements made in paragraphs 4 (k), 4 (l), 4 (m), 4 (n) and 4 (o) of the said application I deny and dispute each and every allegation and say that the respondent no. 3 never intended to obtain EC by suppressing the fact that the land is forest land particularly when such statement has no legal stand. The respondent no. 3 in this regard repeat and reiterate the statements paragraph 6 of the instant affidavit. It is already been categorically established that the land does not belongs to Forest land and therefore the petitioner. It is not a fact that the respondent no. 3 obtained Environmental Clearance dated 01.09.2022 upon concealing any factual data or fabricating the same and therefore question of withdrawal of Environmental Clearance on the ground concealment does not arise.

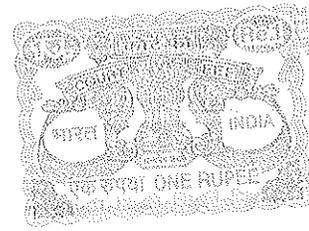
10. With regards to the Grounds and prayers as stated in the said original application I say that save and except those grounds having support of law are frivolous and are liable to be rejected.

11. It is further submitted that in facts and circumstances of the case the instant application is liable to dismissed summarily with exemplary cost.

12. That this application is made bonafide and unless this application is allowed by this Hon'ble Tribunal the applicants will suffer irreparable loss and injury.



X



13. That the statements made in paragraphs 1 to 10 are true to my knowledge and rest are my respectful submission.

SPS STEELS ROLLING MILLS LTD.

Authorised Signatory

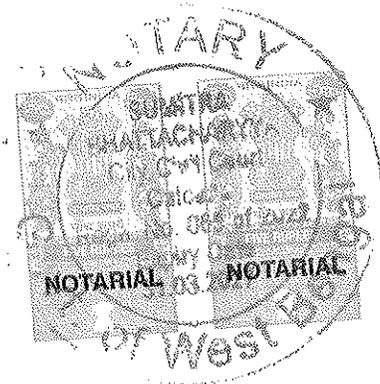
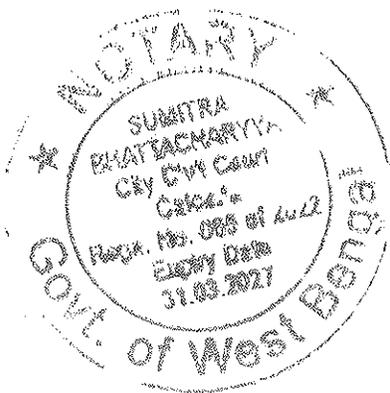
Identified by me

Advocate

DEPONENT

Solemnly Affirmed and
Declared before me this 13th
13th Nov 2025
CPE, (C)

Sumitra Bhattacharyya
Notary, Govt. of W.B
Regd. No. 065 of 2022
City Civil Court, Calcutta



14 NOV 2025

X

VERIFICATION:

I, Sumant Taparia, Son of Shri Sushil Kumar Taparia, the Deponent within named, do hereby verify and declare that the statements made in the aforesaid paragraphs are true and correct to the best of my knowledge and information and I believe that nothing material has been concealed there from.

Verified at Kolkata on the 16th day of November, 2025.

SPS STEELS ROLLING MILLS LTD.

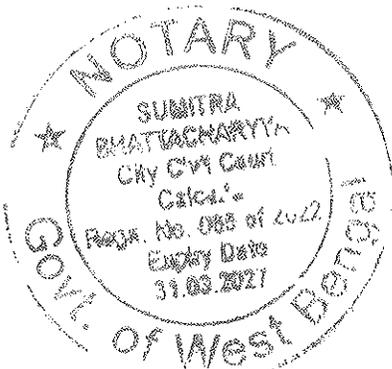
Taparia
Authorised Signatory

Deponent

Identified by me

Krishnendu Bera

Advocate

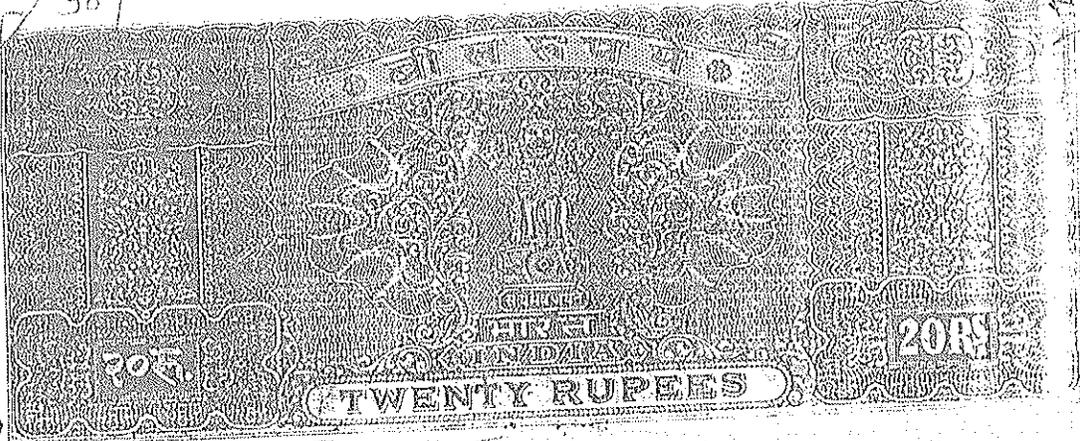


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Part: 12/20

SP. 20/1

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Handwritten signature

Admissible under rule 21 and
under section 35 (b) WBLA
State of West Bengal
Sec. 35 (b) WBLA
for paid

Signature
Asst. Dist. Sub-Registrar
Durgapara

18 FEB 1979

THIS INDENTURE OF LEASE made this 16th
day of February 1999 BETWEEN THE GOVERNOR OF
THE STATE OF WEST BENGAL hereinafter called the 'LESSOR'
(which expression unless excluded by or repugnant to the
context be deemed to include his successor in office and
assigns) of the ONE PART AND M/S. Elegant Commerce Limited
Represented by Sri Arjun Kumar Santhalia a Director of
Company a Limited Company registered under companies Act.,
Govt. of West Bengal/ the Indian Companies Act having its
registered office at, 63, Rafi Ahmed Kidwai Road, Calcutta -
700 016 a nominee of M/S. SPS Metalcast & Alloys Limited

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hereinafter called the 'LESSEE' (which expression unless excluded by or repugnant to the context be deemed to include its successors and assigns and their respective heirs executors administrators representatives and permitted assigns as also the Directors for the time being of the said firm and their respective heirs executors administrators representatives and permitted assigns of the OTHER PART.

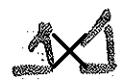
WHEREAS by a registered Indenture of lease dated 17.11.94 executed between the Governor of the State of West Bengal on the one part and M/S. SPS Metalcast & Alloys Limited the Lessor demised on lease All That piece or parcel of land mentioned and described in Part-I of the Schedule to hold the same for a period of 40 (Forty) years on the terms and conditions contained in the said Indenture of Lease dated 17.11.94.

AND WHEREAS the said Company M/S. SPS Metal Cast & Alloys Limited desired to relinquish 0.00 acres of industrial land out of their 20.00 acres of leasehold land in favour of Govt. of West Bengal by a Deed of Surrender Vide No. S.P.S. J. 462..... Dated 18.02.99..... and subsequently allotment of the same to its nominees M/S. Elegant Commerce Limited for setting up a Rolling Mill for the remaining period of lease.

AND WHEREAS thereafter by an order dated 13th March, 1990 passed by the Hon'ble Mr. Justice Umesh Chandra Banerjee in the Hon'ble High Court at Calcutta the Lessor, was, inter-alia, directed to transfer the Leasehold interest in respect of the land mentioned in Part-I of the Schedule hereinbelow for the balance period in favour of the Lessee's.

AND WHEREAS in terms of the order dated 13th March, 1990 and upon and application being made by the Lessee to the Government of West Bengal (hereinafter referred to as

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the "Government ") the Government has agreed to grant lease to the said Lessee a lease in respect of the land more fully described and mentioned in Part -I (Partially) of the Schedule hereunder written for the remaining period of the original period of lease granted in favour of M/S. Elegant Commerce Limited, that is for a period of 36 (thirty six) years commencing from the 16th day of February 1999 on the terms and conditions hereinafter expressed.

AND WHEREAS the Lessee herein has also agreed to pay to the Government all arrear of rents and charges receivable from the erstwhile lessee, M/S. SPS Metal Cast & Alloys Limited.

THIS INDENTURE WITNESSETH as follows :-

1. In consideration of the rents hereinafter reserved and on the terms and conditions mentioned in Part- II of the Schedule hereunder written the Government agrees to grant lease to the Lessee All That piece and parcel of land mentioned and described in Part-I of the schedule hereunder written (hereinafter referred to as the 'demised premises') to hold the same unto the Lessee for the remaining period of 36 (Thirty Six) approx. years commencing from the 16th day of February 1999.

ALL THAT piece or parcel of land mentioned and described in Part- I of the Schedule hereunder written (hereinafter referred to the 'demised premises') TO HOLD the same unto the Lessee for the remaining period of 36 (Thirty Six) approx. years from the date of the execution of this lease yielding and paying therefor the rents at the time and in the manner mentioned in part -II of the said schedule hereunder written.

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THE SCHEDULE
PART-I

Particulars of the Holding.

1.	Name of Mouza -	Copinathpur	
2.	J.L.No. -	85	
3.	P.S. -	Durgapur	
4.	Name of Pargana -	Silampore	
5.	Sub-Registration Office-	Durgapur City Centre	
6.	Dist. :	Burdwan	
7.	Area of land -	4.00 Acres.	
8.	<u>C.S.Plot No.</u>	<u>Khatian No.</u>	<u>Touzi No.</u>
	74 (part)	2085	BI No. 1018
	75	2074	"
	76 (part)	2113	"
	82 (part)	2053	"
	86 (part)	2023	"
	87 (part)	2112	"
	88	2023	"
	89 (part)	2075	"
	90 (part)	2105	"
	91	2053	"
	92 (part)	2105	"
	93	2772	"
	94 (part)	2655, 2766	1018
	95	2152	BI No. 1018
	96	2031	"
	97 (part)	2141	"
	98 (part)	2141	"
	99 (part)	2141	"
	112 (part)	2141	"
	113 (part)	2145	"
	114 (part)	2051	"
	115 (part)	2649	1018
	116	2031	BI No. 1018
	117 (part)	2757	1018

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<u>C.S. Plot No.</u>	<u>Khatian No.</u>	<u>Touzi No.</u>
130 (part)	2050	BI No. 1018
131 (part)	2061	1018
132 (part)	2016	BI No. 1018
133	2660, 2767	1018
134	2146	BI No. 1018
135 (part)	2075	"
136 (part)	2016	"

Boundaries of the Plot of Land

On the North by : 300' - 0" Acquired Green Belt
 On the South by : Govt. acquired open land.
 On the East by : Leasehold land of M/S. SPS. Metal Cast & Alloys Ltd.
 On the West by : 100' - 0" wide strip leasehold land of M/S. SPS Metal Cast & Alloys Ltd.

The demised premises is shown in the map or plan hereto annexed within boundaries in Red Colour.

PART - II

1. The lessee/s to the interest that the obligations herein on the part of lessee/s contained shall agree and covenant with the lessor that lessee/s shall duly and punctually fulfil observe and perform the terms and conditions and covenants hereinafter expressed.
2. The lessee/s shall pay the rent of the demised premises to the Urban Development (Town & Country Planning) Department of the Government of West Bengal by 31st March of each year at the rate of Rs. 10/- per acre per annum.

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3. In default of payment of rent within the year in which the rent falls due the Lessee shall be bound to pay in addition to the arrear of the rent interest at the rate of 6% percent per annum on the amount of the rent in arrear from the date of default till the date of payment and the arrear with interest payable thereon shall be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof of the time being in force.

4. In the event of the Lessee/s holding over after the expiration of the period of this demise the lessee shall be bound to pay for any year subsequent to the expiry of the period of this demise rent at such rate as may be assessed upon the demised land by the lessor.

5. Should the lessee/s duly and faithfully observe and fulfil the terms conditions and covenants on the part of the lessee herein contained, the lessee shall on the expiration of the aforesaid period of 36 (thirty six) years and thereafter in successive of thirty years have the right to obtain a renewed lease on the same terms and conditions save as to rent which may be increased or otherwise varied in accordance with the provisions of the law or any rules framed by the Government as may be in force for the time being and in the absence of any such law or rules, then as may be fixed by the Government. Such increase shall not exceed twenty five percent of the rent fixed by these presents or the renewed leases as may at the time be in force.

6. The lessee/s shall have the right to mortgage of charges its/ their leasehold interest subject to the term and conditions of this lease in favour of L.I.C. Banks or other Government Financial Institutions. But in case of mortgage or charge in favour of other parties the prior

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consent in writing of the Government shall be necessary. Provided that the lessee/s shall not assign/its/their lease hold interest in the land or any buildings or any buildings or structures thereon without the consent in writing of the Government being first had and obtained such consent not being unreasonably withheld. If the lessee/s assigns its/their lease-hold interest and the buildings and structures as may be erected thereon with prior consent of the Government such assignment will not relieve the liability of the lessee/s of its/their obligation under these presents. The assignees shall duly get its or their name or names registered with the Government within three calendar months after obtaining possession of the lease hold premises and will possess and use the land subject to the terms and conditions herein and be bound by all terms covenants and conditions herein contained on the part of the lessee/s to be observed, fulfilled and performed.

7. The lessee/s shall not in any way diminish the value or injure or make any permanent alterations in the said demised land which may impair the value of the land in any way without the previous written consent of the Government or any officer authorised in that behalf of the Government and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land nor excavate the same except so far as may be necessary for the execution of the works as stated in clause 16 of these presents. The lessee shall however have the right to remove any surplus earth, sand, stone or gravel from the demised premises during or after the construction or erection of any buildings or structure on the demised land. In the event of lessee/s making any ditch or excavation which causes injury to the property without the consent of the Government it shall be filled in after due notice to the lessee/s by the Government or any officer authorised in that behalf who shall recover from the lessee/s the expenses incurred by them for the purpose as arrears of rent.

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8. The lessee/s shall keep the land free from jungle and all sorts of nuisance, and where the land is used for industrial purposes, the lessee/s shall ensure that -

a) No trade effluent or other waste material which is alkaline or obnoxious or will cause toxic reactions or be otherwise injurious to public health, is discharged into any adjoining land, drain, sewerage stream or river, No smoke or fumes is released into open air without adequate treatment, according to such standards as may be prescribed by the Government or other competent authority in this regard.

b) Upon failure of the lessee/s to do so the Government, after notice to the lessee, may cause such nuisance to be removed or otherwise dealt with as the lessor may think fit and proper to do in the interest of public health and safety and all expenses incurred by the Government in that regard shall be recoverable from the lessee/s.

9. The lessee/s shall pay and discharge all existing and future rates, taxes and assessment, duties, impositions, outgoings and burdens whatsoever assessed, charged or imposed upon the demised premises or upon the owner or occupier thereof in respect thereof or payable by either in respect thereof. If there is no Municipal law in force the lessee/s shall pay such local taxes and charges for the purpose of conservancy, lighting, water supply, road maintenance, drainage arrangements and the like as shall be fixed from time to time by the Government.

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10. The lessee/s shall preserve intact the boundaries of the holding and will keep them well demarcated according to the requisition from time to time as may be made by the Government or any officer authorised in that behalf and shall point them out when required by the Government or any officer authorised in that behalf. The Government or any its officers authorised by the Government on that behalf shall be allowed to inspect the demised premises at any time during the day time upon notice being given, should any boundary mark be missing the lessee/s shall report the fact to the Secretary, Urban Development (Town & Country Planning) Department or any officer authorised in that behalf.

11. The lessee/s shall not be entitled to convert or allow to be used the demised land or any part thereof into a place of religious worship or use or allow the demised premises or any part thereof to be used as place for cremation or burial or for any religious purposes.

12. The lessee/s shall not sublet the demised land or any part thereof or assign its lease hold interests or part thereof the possession of the same without the consent in writing first had and obtained from the Government.

13. The lessee/s shall not use nor permit any other person/ Company to use the demised land or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for used for the purposes of the tenancy.

14. The lessee/s shall not use nor permit any other/ company to use the demised land or any part of portion thereof for any immoral or illegal purposes or in any manner so as to become a source of grave danger to the public place or public safety or allow any activities therein subversive of the Government established by law in India.

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15. If the demised land or any part thereof shall, at any time, be required by the Government for a public purpose the lessee/s shall vacate and deliver possession of the same on demand upon payment of the compensation that may be assessed to be payable to the lessee/s by the appropriate authority. If the land is required permanently the lease shall forthwith be determined and the lessee/s shall be entitled to such fair and reasonable compensation for buildings and improvements effected by the lessee/s as shall be decided by the Government or any officer authorised in that behalf. If part of the land is required, whether permanently or temporarily or if the whole land is required temporarily the lease shall not be determined, but in the former case the lessee/s shall be entitled to proportionate reduction of rent and in the latter case to a total remission of rent, and to such compensation in either case as shall be decided by the said Government of West Bengal which shall be final.

16. The lessor reserve the right to all minerals in the lands together with such rights or way any other reasonable facilities as may be requisite for working, winning, gathering and carrying away such minerals.

17. The lessee/s shall before building any pucca house structure privy or latrine or making any additions thereto or alterations therein, to the plan thereof approved by the officer authorised in that behalf by the Government.

18. The lessee/s shall permit the Government or its officers authorised in that behalf of 24 hours notice at all reasonable time during the erection of the building and subsequent thereto enter upon the demised premises to view the condition of the building for the time being erected or in course of erection thereon and for all other reasonable purpose.

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19. On breach or non-observance of any of the foregoing covenants, terms or conditions herein on the part of the lessee/s contained or on the lessee/s being adjudged insolvents or making any composition with its/their creditors the Government shall have the right to determine this lease and the lessee/s shall be liable to ejectment in accordance with the provisions of the law for the time being in force but without prejudice to any other right or remedy of the Government that might have accrued.

20. Should the lessee/s fail and neglect to erect and construct the factory within two years from the date of these presents the Government shall have the right and be entitled to determine these presents and thereafter to re-enter into the demised premises or a portion thereof in the name of the whole or current price of the land be charged.

21.(a) Should the said land at any time thereafter lease for a period of six consecutive months to be hold and used or case to be required for the purpose or purposes provided for in the foregoing clauses then and in any such cause, the Government may forthwith re-enter upon and take possession of the said demised land to other with all buildings thereon, whether such buildings were erected before or after the demise of the land to the lessee and thereupon the lessee/s shall have no further right title or interest in the said land and building and its demise shall absolutely cease and determine.

(b) In case of determination of lease by surrender/resumption/cancellation of allotment, the premium of the property is to be refunded to the lessee provided that the property is surrender/resumed in the same condition in which it was leased out. However the Lessor has right to deduct an amount of 2% percent of premium or salam realised or

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liable to be realised as administrative cost for such surrender or resumption, if the surrender or resumption of lease hold land takes place within a period of five years from the date of allotment. If such period exceeds five years from the date of allotment the amount of deduction will be 4% per cent of premium or salami as administrative cost for such surrender/resumption.

22. Should the Government decide not to sell the land and buildings, the lessor shall retain the said land and buildings, thereon in which case the Government shall, pay to the lessee/s the market value as on the day of re-entry of all the buildings only erected by the lessee and may at its discretion on sufficient grounds refund the premium or salami.

23. On taking such possession the Government may sell or otherwise deal with the said land and buildings as it may think proper.

24. Should the Government sell the land with the buildings the lessor after deducting the expenses incurred in connection with the said taking of possession and such sale shall pay the proceeds to the lessee after deducting there from the value of the lease hold land and all sums as may remain due and owing to the Government.

25. Should the Government decide to sell the buildings only upon such sale the Government shall, after deduction the of expenses of taking possession and selling, pay the balance of the proceeds of sale of the said buildings after deducting any other sums as may be due to the Government and may on sufficient grounds refund the premium of salami paid by the lessee/s.

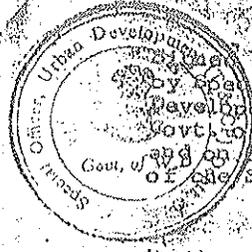
26. The Lessor reserve the right to impose or modify any or all the terms and conditions described in the above mentioned clauses in future, if necessary.

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-13-

IN WITNESS WHEREOF THE parties to these presents have hereunto set and subscribed their respective hands and seal the day month and year first above written.



sealed and delivered by Special Officer, Urban Development (T & CP) Deptt., Govt. of West Bengal, for and on behalf of the Governor of the State of West Bengal.

For and on behalf of the Governor of the State of West Bengal.

[Signature]

Special Officer
Urban Development (T & CP) Deptt.
Government of West Bengal
Special Officer
Urban Development (T & CP) Deptt.
Govt. of West Bengal.

In the present of :

First Witness :

[Signature]
Asstt. Executive Officer
ASSANSOL DURGAPUR DEV. AUTHORITY

Second Witness :



on seal has here affixed hereto by M/s. Elegant Commerce Limited and its Director, thereof who has also affixed his signature hereto as such in the presence of :

ELEGANT COMMERCE LIMITED

[Signature]
Director

First Witness :

[Signature]
Senior Surveyor
Assansol - Durgapur
Development Authority

Second Witness :

CITY CENTRE, DURGAPUR-16

Prepared as prescribed Govt. draft.

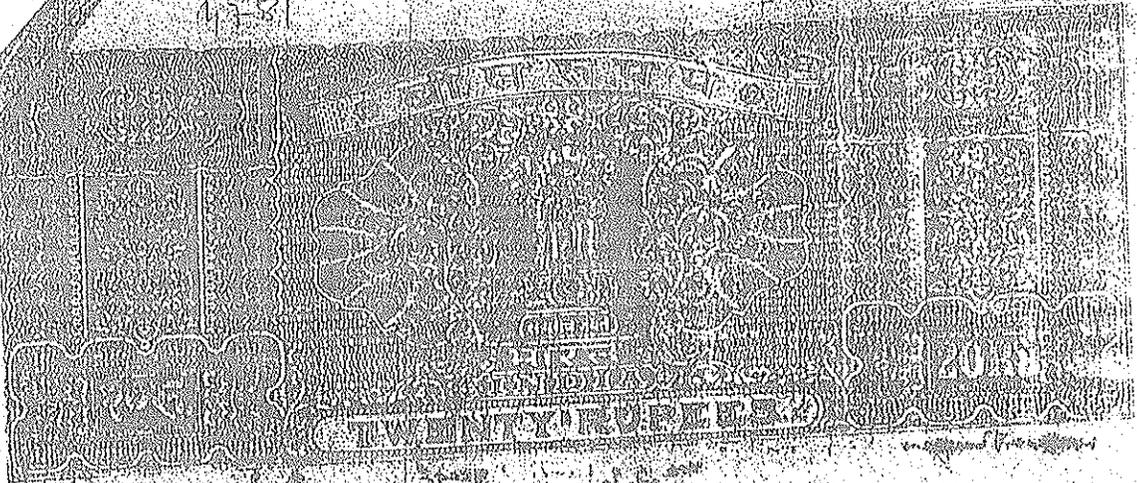
Typed by : *Anil Ch. Goyal*
Anil Ch. Goyal, City Centre, Durgapur - 16.

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Registered under Rule 21 of the WBC & A Act
No. 1000 of 1987
Date: 29/12/89

Dist. Sub-Registrar
Barrackpore
29/12/89

THIS INDENTURE OF LEASE made this 29th day of December 1989 BETWEEN THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called the 'LESSOR' (which expression unless excluded by or repugnant to the context be deemed to include his successor in office and assigns) of the ONE PART AND M/S Vinayak Steels Pvt. Ltd. Represented by Sri Arjun Kumar Santhalia a Director of Company a Limited Company registered under companies Act, Govt. of West Bengal/the Indian Companies Act having its registered office at 63, Rafi Ahmed Kidwai Road, Calcutta-700016 a nominee of M/S. SPS Metal Coat & Alloys Limited hereinafter called the 'LESSEE' (which expression unless excluded by or repugnant to the context be deemed to include its successors and assigns and their respective heirs executors administrators representatives and permitted assigns as also the Directors for the time being of the said firm and their respective heirs executors administrators

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P/2

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representatives and permitted assigns) of the OTHER PART.

WHEREAS by a registered Indenture of lease dated 17.11.94 executed between the Governor of the State of West Bengal on the one part and M/S. SPS Metalcast & Alloys Limited the Lessor decribed on lease All that piece or parcel of land mentioned and described in Part-I of the Schedule to hold the same for a period of 40 (forty) years on the terms and conditions contained in the said Indenture of Lease dated 17.11.94.

AND WHEREAS the said Company M/S. SPS Metal Cast & Alloys Limited desirous to relinquish 4.00 acres of industrial land out of their 20.00 acres of leasehold land in favour of Govt. of West Bengal by a Deed of surrender vide No. 585-7-642 dated 18.02.99 and subsequently allotment of the same to its nominee M/s. Vinayak Steels Pvt. Ltd, for setting up a mini steel plant for the remaining period of lease.

AND WHEREAS thereafter by an order dated 13th March, 1990 passed by the Honble Mr. Justice Umesh Chandra Banerjee in the Honble High Court at Calcutta the Lessor, was inter-alia, directed to transfer the Leasehold interest in respect of the land mentioned in Part-I of the Schedule hereinafter for the balance period in favour of the lessee/s,

AND WHEREAS in terms of the order dated 13th March, 1990 and upon and application being made by the Lessee to the Government of West Bengal (hereinafter referred to as the "Government") the Government has agreed to grant lease to the said Lessee a lease in respect of the land more fully described and mentioned in Part-I (Partially) of the Schedule hereunder written for the remaining period of the original period of lease granted in favour of M/S. Vinayak Steels Pvt. Ltd. that is for a period of 36 (thirty six) years commencing from the^{29th}.....day of...*December 1999*.....on the terms and conditions hereinafter expressed.

AND WHEREAS the Lessee herein has also agreed to pay to the Government all arrears of rents and charges receivable from the

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erstwhile lessee, M/s. SPS Metal Cast & Alloys Limited.

THIS INSTRUMENT WITNESSETH as follows :-

1. In consideration of the rents hereinafter reserves and on the terms and conditions mentioned in Part-II of the Schedule hereunder written the Government agrees to grant lease to the Lessee All That piece and parcel of land mentioned and described in Part-I of the schedule hereunder written (hereinafter referred to as the 'demised premises') to hold the same unto the Lessee for the remaining period of 36 (Thirty Six) approx. years commencing from the 29th day of December 1951.

ALL THAT piece or parcel of land mentioned and described in Part-I of the Schedule hereunder written (hereinafter referred to the 'demised premises') TO HOLD the same unto the Lessee for the remaining period of 36 (Thirty Six) approx. years from the date of the execution of this lease yielding and paying therefor the rents at the time and in the manner mentioned in part-II of the said schedule hereunder written.

THE SCHEDULE

Part I

Particulars of the Holding,

- 1. Name of Mouza - Copinathour.
- 2. J.L. No. - 85
- 3. P.S. - Durgapur
- 4. Name of Pargana - Silampore
- 5. Sub-Registration Office - Durgapur City Centre.
- 6. Dist. - Burdwan
- 7. Area of land - 4.00 Acres.

<u>C.S. Plot No.</u>	<u>Khatian No.</u>	<u>Touzi No.</u>
36 (Part)	3552	Bl. No. 1018
63	2654	"
64 (Part)	2065	"
65 (Part)	2086	" p/4

<u>C.S. PLOT NO.</u>	<u>KHATTIAN NO.</u>	<u>T. UZI NO.</u>
66 (Part)	2113	BI No. 10 B
67 "	2141	"
68 (Full)	2673	"
69 (Part)	2141	"
70 "	1018	"
71 "	2646	"
72 (Full)	2079	"
73 (Part)	2086	"
74 "	2085	1018
77 "	2085	BI No. 1018
78 "	2086	"
79 "	2733	"
80 (Full)	2103	"
81 "	2668	"
82 (Part)	2053	"
83 "	2023	"
92 "	2105	"
3220 "	2141	1018
3221 "	2659 & 2673	BI No. 1018

Boundaries of the Plot of Land

On the North by : 300' - Pth Acquired Green Belt
 On the South by : Govt. acquired open land.
 On the West by : Leasehold land of M/s. SPS Metal Cast & Alloys Ltd.
 On the East by : 100' - Pth wide strip leasehold land of M/s) SPS Metal Cast & Alloys Ltd.

The demised premises is shown in the map or plan hereto annexed within boundaries in Red Colour.

PART - II

1. The lessee/s to the interest that the obligations herein on the part of lessee/s contained shall agree and covenant with the lessor that lessee/s shall duly and punctually fulfil observe and perform the terms and conditions and covenants hereinafter expressed.

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2. The lessee/s shall pay the rent of the demised premises to the Urban Development (Town & Country Planning) Department of the Government of West Bengal by 31st March of each year at the rate of Rs. 10/- per acre per annum.
3. In default of payment of rent within the year in which the rent falls due the lessee shall be bound to pay in addition to the arrear of the rent interest at the rate of 6% percent per annum on the amount of the rent in arrear from the date of default till the date of payment and the arrear with interest payable thereof shall be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof of the time being in force.
4. In the event of the lessee/s holding over after the expiration of the period of this demise the lessee shall be bound to pay for any year subsequent to the expiry of the period of this demise rent at such rate as may be assessed upon the demised land by the lessor.
5. Should the lessee/s duly and faithfully observe and fulfil the terms conditions and covenants on the part of the lessee herein contained, the lessee shall on the expiration of the aforesaid period of 36 (thirty six) years and thereafter in successive of thirty years have the right to obtain a renewed lease on the same terms and conditions save as to rent which may be increased or otherwise varied in accordance with the provisions of the law or any rules framed by the Government as may be in force for the time being and in the absence of any such law or rules, then as may be fixed by the Government. Such increase shall not exceed twenty five percent of the rent fixed by these presents or the renewed leases as may at the time be in force.
6. The lessee/s shall have the right to mortgage or charges its/ their lease hold interest subject to the term and conditions of this lease in favour of L.I.C. Banks or other Government Financial Institutions. But in case of mortgage or charge in favour of other

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parties the prior consent in writing of the Government shall be necessary. Provided that the lessee/s shall not assign its/their lease hold interest in the land or any buildings or structures thereon without the consent in writing of the Government being first had and obtained such consent not being unreasonably withheld. If the lessee/s assigns its/their lease hold interest and the buildings and structures as may be erected thereon with prior consent of the Government such assignment will not relieve the liability of the lessee/s of its/their obligations under these presents. The assignees shall duly get its or their name or names registered with the Government within three calendar months after obtaining possession of the lease hold premises and will possess and use the land subject to the terms and conditions herein and be bound by all terms covenants and conditions herein contained on the part of the lessee/s to be observed, fulfilled and performed.

7. The Lessee/s shall not in any way diminish the value or injure or make any permanent alterations in the said demised land which may impair the value of the land in any way without the previous written consent of the Government or any officer authorised in that behalf of the Government and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land nor excavate the same except so far as may be necessary for the execution of the works as stated in clause 16 of these presents. The lessee shall however have the right to remove any surplus earth, sand, stone or gravel from the demised premises during or after the construction or erection of any buildings or structures on the demised land. In the event of lessee/s making any ditch or excavation which causes injury to the property without the consent of the Government it shall be filled in after due notice to the lessee/s by the Government or any officer authorised in that behalf who shall recover from the lessee/s the expenses incurred by them for the purpose as arrears of rent.

8. The lessee/s shall keep the land free from jungle and all sorts of nuisance, and where the land is used for industrial purposes, the lessee/s shall ensure that -

a) No trade effluent or other waste material which is alkaline

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or obnoxious or will cause toxic reactions or be otherwise injurious to public health, is discharged into any adjoining land, drain, sewerage stream or river, No smoke or fumes is released into open air without adequate treatment, according to such standards as may be prescribed by the Government or other competent authority in this regard.

b) Upon failure of the lessee/s to do so the Government, after notice to the lessee/s, may cause such nuisance to be removed or otherwise dealt with as the lessor may think fit and proper to do in the interest of public health and safety and all expenses incurred by the Government in that regard shall be recoverable from the lessee/s.

9. The lessee/s shall pay and discharge all existing and future rates, taxes and assessment, duties, impositions, outgoings and burdens whatsoever assessed, charged or imposed upon the demised premises or upon the owner or occupier thereof in respect thereof or payable by either in respect thereof. If there is no Municipal law in force the lessee/s shall pay such local taxes and charges for the purpose of conservancy, lighting, water supply road maintenance, drainage arrangements and the like as shall be fixed from time to time by the Government.

10. The lessee/s shall preserve intact the boundaries of the holding and will keep them well demarcated according to the requisition from time to time as may be made by the Government or any officer authorised in that behalf and shall point them out when required by the Government or any officer authorised in that behalf. The Government or any its officers authorised by the Government on that behalf shall be allowed to inspect the demised premises at any time during the day time upon notice being given, should any boundary mark be missing the lessee/s shall report the fact to the Secretary, Urban Development (Town & Country Planning) Department or any officer authorised in that behalf.

11. The lessee/s shall not be entitled to convert or allow to be

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used the demised land or any part thereof into a place of religious worship or use or allow the demised premises or any part thereof to be used as place for cremation or burial or for any religious purposes.

12. The lessee/s shall not sublet the demised land or any part thereof or assign its leasehold interests or part with the possession of the same without the consent in writing first had and obtained from the Government.
13. The lessee/s shall not use nor permit any other person/company to use the demised land or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for use for the purposes of the tenancy.
14. The lessee/s shall not use nor permit any other/company to use the demised land or any part or portion thereof for any immoral or illegal purposes or in any manner so as to become a source of grave danger to the public place or public safety or allow any activities therein subversive of the Government established by law in India.
15. If the demised land or any part thereof shall, at any time be required by the Government for a public purpose the lessee/s shall vacate their possession of the same on demand upon payment of the compensation that may be assessed to be payable to the lessee/s by the appropriate authority. If the land is required permanently the lease shall forthwith be determined and the lessee/s shall be entitled to such fair and reasonable compensation for buildings and improvements effected by the lessee/s as shall be decided by the Government or any officer authorised in that behalf. If part of the land is required, whether permanently or temporarily or if the whole land is required temporarily the lease shall not be determined, but in the former case the lessee/s shall be entitled to proportionate reduction of rent and in the latter case to a total remission of rent, and to such compensation in either case as shall be decided by the said Government of West Bengal which shall be final.
16. The lessor reserve the right to

all minerals in the lands together with such rights or way any other reasonable facilities as may be requisite for working, winning, gathering and carrying away such minerals.

17. The lessee/s shall before building any pucca house structure privy or latrine or making any additions thereto or alternations therein, to the plan thereof approved by the officer authorised in that behalf by the Government.
18. The lessee/s shall permit the Government or its officer authorised in that behalf of 24 hours notice at all reasonable time during the erection of the building and subsequent thereto enter upon the demised premises to view the condition of the building for the time being erected or in course of erection thereon and for all other reasonable purpose.
19. On breach or non-observance of any of the foregoing covenants terms or conditions herein on the part of the lessee/s contained or on the lessee/s being adjudged insolvent or making any composition with its/their creditors the Government shall have ~~the~~ the right to determine this lease and the lessee/s shall be liable to ejection in accordance with the provisions of the law for the time being in force but without prejudice to any other right or remedy of the Government that might have accrued.
20. Should the lessee/s fail and neglect to erect and construct the factory within two years from the date of these presents the Government shall have the right and be entitled to determine these presents and thereafter to re-enter into the demised premises or a portion thereof in the name of the whole or current price of the land be charged.
21. (a) Should the said land at any time thereafter lease for a period of six consecutive months to be hold and used or case to be required for the purpose or purposes provided for in the foregoing clauses then and in any such cause, the Government may forthwith re-enter upon and take possession of the said demised land to other with all buildings

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10.

thereon, whether such buildings were erected before or after the demise of the land to the lessee and thereupon the lessee/s shall have no further right title or interest in the said land and building and its demise shall absolutely cease and determine.

b). In case of determination of lease by surrender/resumption cancellation of allotment, the premium of the property is to be refunded to the lessee provided that the property is surrendered/resumed in the same condition in which it was leased out. However the lessor has right to deduct an amount of 2% percent of premium or salami realised or liable to be realised as administrative cost for such surrender or resumption, if the surrender or resumption of lease hold land takes place within a period of five years from the date of allotment. If such period exceeds five years from the date of allotment the amount of deduction will be 4% per cent of premium or salami as administrative cost for such surrender/resumption.

22. Should the Government decide not to sell the land and buildings the lessor shall retain the said land and buildings, thereon in which case the Government shall pay to the lessee/s the market value as on the day of reversion of all the buildings only erected by the lessee and may in its discretion on sufficient grounds refund the premium or salami.

23. On taking such possession the Government may sell or otherwise deal with the said land and buildings as it may think proper.

24. Should the Government sell the land with the buildings the lessor after deducting the expenses incurred in connection with the said taking of possession and such sale shall pay the proceeds to the lessee after deducting there from the value of the lease hold land and all sums as may remain due and owing to the Government.

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25. Should the Government decide to sell the buildings only upon such sale the Government shall, after deduction the of expenses of taking possession and selling, pay the balance of the proceeds of sale of the said buildings after deducting any other sums as may be due to the Government and may on sufficient grounds refund the premium of salami paid by the lessee's.

26. The Lessor reserves the right to impose or modify any or all the terms and conditions described in the above mentioned clauses in future, if necessary.

Contd.,.....P/12.

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IN WITNESS WHEREOF THE parties to these presents do hereunto set and subscribed their respective hands and seal the day month and year first above written.

Signed sealed and delivered by Special Officer, Urban Development (T&CP) Deptt. Govt. of West Bengal on behalf of the Government of the State of West Bengal in the presence of :



For and on behalf of the Governor of the State of West Bengal.

FIRST WITNESS :

[Signature]
Assistant Executive Officer,
Appeal Durgapur Dev. Authority
City Centre, Durgapur-16

[Signature]
Special Officer
Urban Development (T & CP) Deptt.
Government of West Bengal
Special Officer
Urban Development (T&CP) Deptt.
Govt. of West Bengal.

SECOND WITNESS :

[Signature]
Assistant Executive Officer,
Appeal Durgapur Dev. Authority
City Centre, Durgapur-16

Common seal has been affixed hereto by M/S, Vinayak Steels Pvt. Ltd. and the Director, hereof who has also affixed his signature hereto as such in the presence of :



VINAYAK STEELS (P) LTD.

[Signature] Director

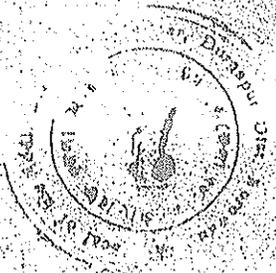
FIRST WITNESS :

[Signature]
S.K. BANERJEE

Prepared as prescribed Govt. Draft.

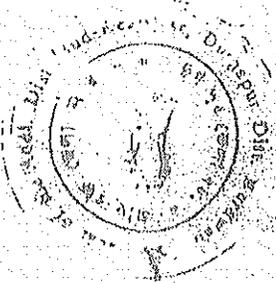
TYPED BY : S.K. BANERJEE, CITY CENTRE, DURGAPUR-16.

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[Signature]
Sub-Registrar
Durgapur

23 DEC 1960



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Book No. - 128
Vol. No. - 189
Page No. - 99
Date of issue - 23/12/60

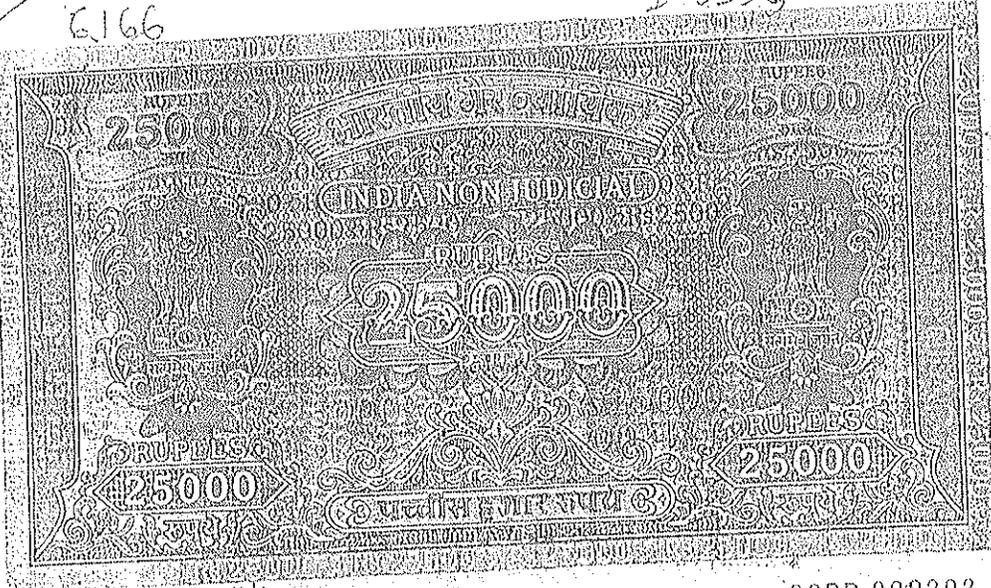
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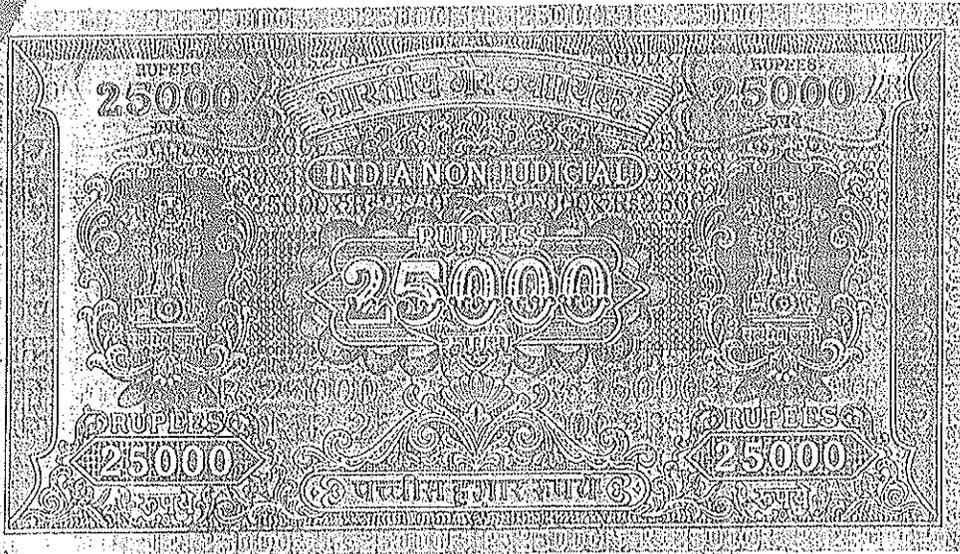
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 Stamp Act, 1899
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Addl. Dist. Sub-Registrar
 Durgapur, Burdwan

11 NOV 2003

THIS INDENTURE OF LEASE made this
 11th day of November 2003 BETWEEN THE
 GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called the
 'LESSOR' (which expression unless excluded by or repugnant to the
 context be deemed to include his successor in office and assigns) of the
 ONE PART



00DD 028394



Prantish Kumar Pradhan

My column pass port photo
and finger prints of my
both hand are
attached by me.



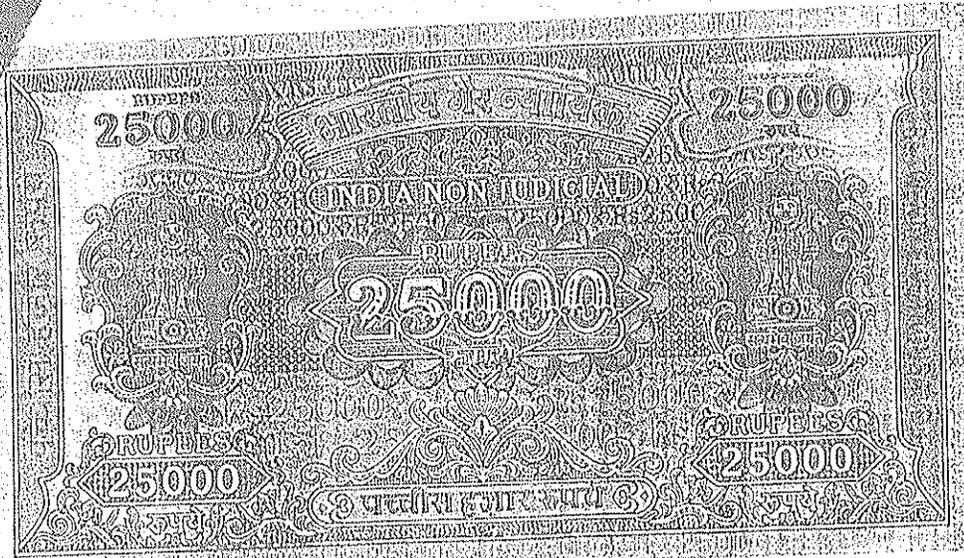
EPS Sponge Iron Limited
Prantish Kumar Pradhan
Authorized signatory

L.H.F.I

AND

M/s. SPS Sponge Iron Ltd. Represented by Mr. P.K. Pradhan, authorized signatory of Company the Indian Companies Act having its registered office at 38 B, Chowringhee Road, Himalaya House, 8th floor, Kolkata - 71 hereinafter called the LESSEE/S (which expression unless excluded by or repugnant to the context be deemed to include its successors and assigns/Partners and their respective heirs executors administrators representatives and permitted assigns as also the partners for the time being of the said firm and their respective heirs executors administrators representatives and permitted assigns) of the OTHER PART.

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00DD 028395

WHEREAS THE Lessee applied to the Government of West Bengal (hereinafter referred to as the 'Government') for a lease for the purpose of building a factory for the manufacture of Sponge Iron Plant expansion on the land hereinafter mentioned and described in part of the schedule hereunder written and Government has agreed to grant such lease for the period and on the terms and conditions hereinafter expressed.

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0000 028396

WITNESSETH AS FOLLOWS :-

1. In consideration of the premium or salami of Rs.21,05,400/- (Rupees twenty one lac five thousand four hundred) only agreed to be paid by the lessee to the lessor out of which the sum of Rs.21,05,400/- (Rupees twenty one lac five thousand four hundred) only has been paid by the lessee on or before the execution of these presents and the balance sum of Rs.....X..... (RupeesX.....) only to the Government of West Bengal agreed to be paid byX..... equal Half yearly installments with interest at the rate of 10 % per annum on the sum remaining due and of the rent hereby reserved and fully mentioned in part II of the schedule hereunder written and of the terms covenants and conditions contained in part-II of the said schedule hereunder written on the part of the lessee to be paid, observed and performed, the lessor doth hereby grant and demise unto the lessee on "as is where is basis".



00DD 028397

ALL THAT piece or parcel of land mentioned and described in part-1 of the schedule hereunder written (hereinafter referred to as the 'demised premises') TO HOLD the same unto the lessee for the period of sixty years from the 6th day of January 2003 to the 6th day of January 2063 yielding and paying therefore the rents at the time and in the manner mentioned in part -11 of the said schedule hereunder written.



00DD 028398

THE SCHEDULE ABOVE REFERRED TO
PART-1
PARTICULAR OF THE HOLDING

1. No. of C.S. Plot & Khatian No.:

C. S. Plot No.	Khatian No.	C. S. Plot No.	Khatian No.	C. S. Plot No.	Khatian No.
69P	1	112P	1	3211P	2069
70P	2673	113P	2045	3215P	2025
71P	2646	114P	2051	3216P	2028
98P	1	3201P	2042	3217F	1
99P	1	3202P	2104	3218F	1
100P	1	3203P	2028	3219F	2660
102P	2110	3204P	2104	3220P	1
108P	2151	3205P	2028	3221P	2659
109P	2057	3208P	2659	3222P	2669
110F	2086	3209P	2104	3239P	2028
111F	2045	3210F	2028	3246P	2074

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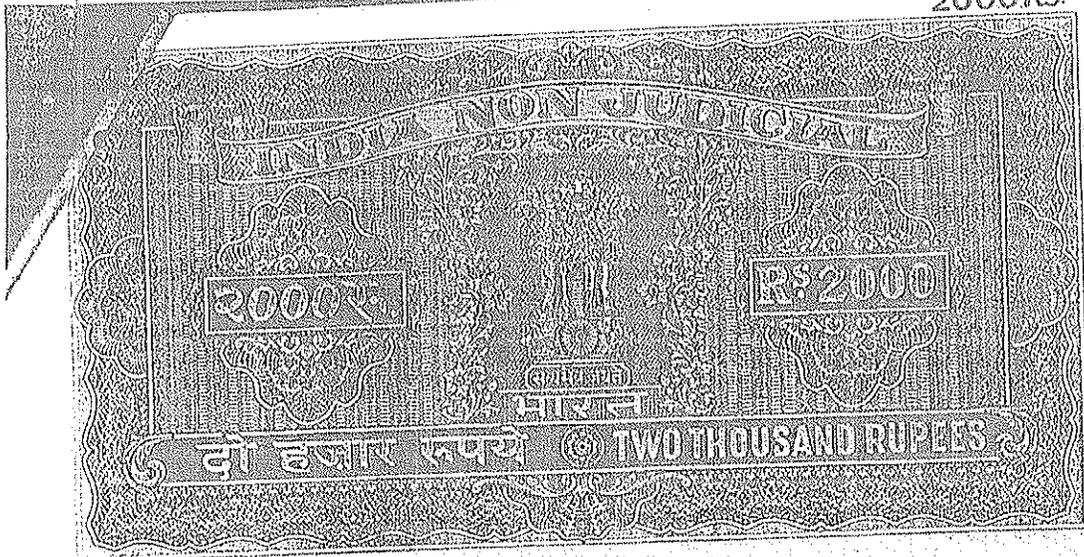


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- 2. J.L. No. : 85
- 3. Area of plot : 3.48 Acres
- 4. Touzi No. : 1
- 5. Name of Mouza : Gopinathpur
- 6. Name of Parganas : Silampur
- 7. Name of Thana : Durgapur
- 8. Sub- Registration Office : City Centre, Durgapur
- 9. District : Burdwan

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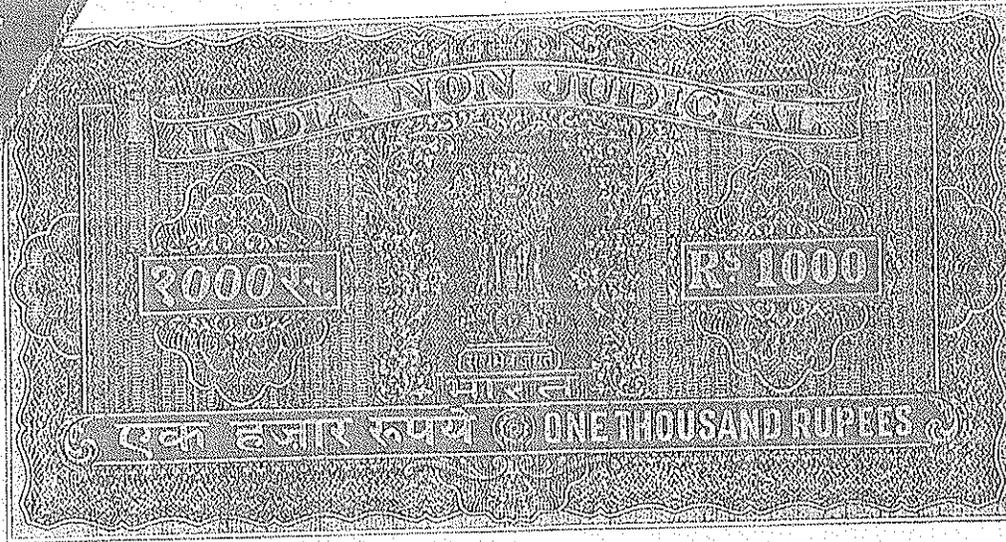


BOUNDARIES OF THE PLOT

- North - M/s SPS. Metal Cast & Alloys Ltd.
- East - M/s Pitambar Food Product
- South - M/s Gopeshwar Iron & Steel Works (P) Ltd.
- West - M/s ABL (ALSTOM)

The demised premises is shown in the map or plan hereto annexed within boundaries in Red Colour.

1000Rs.

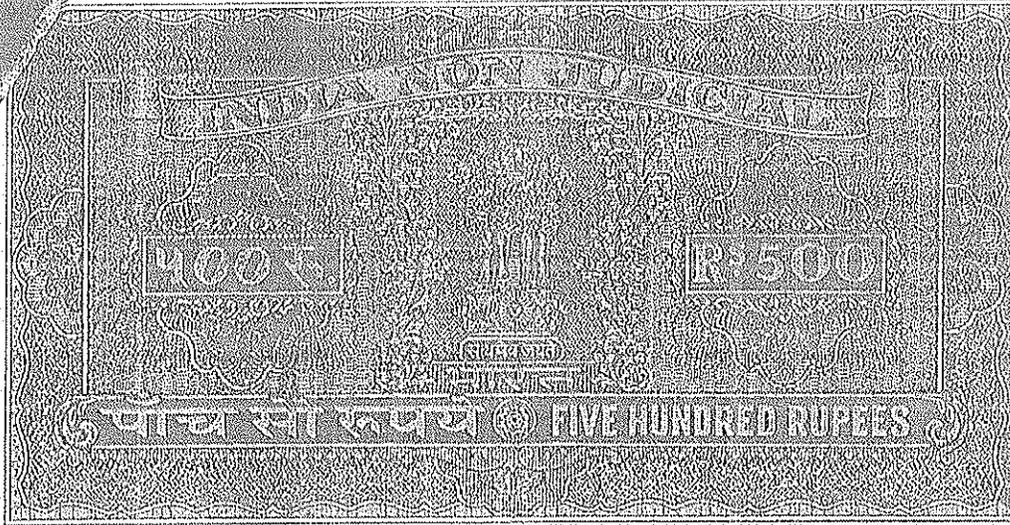


PART-II

1. The lessee/s to the interest that the obligations herein on the part of lessee/s contained shall agree and covenant with the lessor that lessee/s shall duly and punctually fulfil observe and perform the terms and conditions and covenants hereinafter expressed.

44

500Rs.



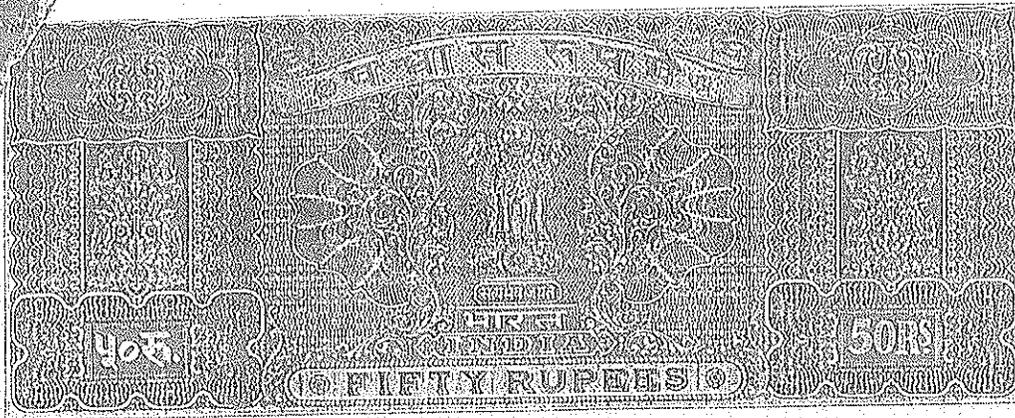
2. The lessee/s shall pay the balance of the premium..... or salami of Rs..... (Rupees) only by equal half yearly installments of Rs. (Rupees) only, the first of such installments being payable on the day of and the succeeding installment in succeeding half years on the day of each year. The lessee/s shall along with each such installment pay interest on the amount for the time being remaining due and payable for balance of premium or salami at the rate of 10% per annum. That the interest is the first charge on all payments /provided, that in the event, the lessee fails to pay any one of the installments or the last installment towards the premium as provided above together with the requisite rate of interest as mentioned above within a period of three months from the date on which it falls dues, the government shall have the right to determine the lease and resume the leasehold land and re-enter upon the same without requiring any notice to be served on the lessee without prejudice to its right of recovering such sum of sums of money as may be due to the Government at that point of time and taking such other step or steps as are permissible under the terms and conditions of this presents and under the law.



3. The lessee/s shall pay the rent of the demised premises to the Urban Development (Town & Country Planning) Department of the Government of West Bengal by 31st March of each year at the rate of Rs: 100/- per acre or fraction thereof per annum.
4. In default of payment of rent within the year in which the rent falls due the lessee shall be bound to pay in addition to the arrear of the rent interest at the rate of 10 % per annum on the amount of the rent in arrear from the date of default till the date of payment and the arrear with interest payable thereon shall be realizable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof of the time being in force.

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50 Rs.



5. It is recorded that the lessee has agreed to obtain lease of the land described in the schedule herein on the terms and conditions mentioned in this presents on as is where is basis and the lessee shall pay and bear all proportionate costs, expenses and charges for infrastructural development of the demised leasehold land namely, for the purpose of constructing roads, pathways drainage system and for providing electricity connection, telecommunication facilities and such other facilities as may be necessary to provide proper infrastructural system in respect of the said demised leasehold land as may be decided by the Government and the lessee shall pay such proportionate costs for infrastructural development within one month from the date on which the Government shall call upon the lessee to do so. Provided, that the Government may call upon the lessee to pay for the proportionate infrastructural costs in part or parts or in whole as may be found suitable and necessary.

6. In the event of the Lessee /s holding over after the expiration of the period of this demise the lessee shall be bound to pay for any year subsequent to the expiry of the period of this demise rent at such rate as may be assessed upon the demised land by the lessor.
7. Should the lessee/s duly and faithfully observe and fulfil the terms conditions and covenants on the part of the Lessee herein contained, the Lessee shall on the expiration of the aforesaid period of sixty years and thereafter in successive of thirty years have the right to obtain a renewed lease on the same terms and conditions save as to rent which may be increased or otherwise varied in accordance with the provisions of the law or any rules framed by the Government as may be in force for the time being and in the absence of any such law or rules, than as may be fixed by the Government. Such increase shall not exceed twenty five percent of the rent fixed by these presents or the renewed leases as may at the time be in force.
8. The Lessee/s shall have the right to mortgage or create charge in respect of it's / their leasehold interest subject to the terms and condition of this lease in favour of LIC, Nationalised Banks or other Government institutions. Provided, however, before creation of any mortgage or charge in respect of the leasehold interest in favour of any party the prior consent of the Government in writing shall have to be obtained by the Lessee and the Government shall be entitled to impose such term or terms and / or condition or conditions as it may seem necessary before according consent to the lessee for creating any mortgage or charge. Provided further the lessee shall not be entitled to assign, alienate or transfer in any form or nomenclature whatsoever it's/ their leasehold interest and the buildings and / or other erections or structures either in whole or in part or parts thereof without the prior consent of the Government in writing and in the event, the Government accords permission to the lessee to effect any transfer either in whole or in part or parts the Government shall be entitled to impose such term or terms and /or condition or conditions on the lessee as it may seem reasonable and necessary and it shall be the exclusive authority and domain of the Government to decide and/ or settle the term or terms and/ or condition or conditions for granting permission to the lessee for effecting transfer either in whole or in part or parts. In the event, the Government accords permission for transfer and/or assignment the Transferee and/or Assignee or Assignees concerned shall duly get his/ its or their name or names registered with the Government within three calendar months after obtaining possession of the leasehold premises and will possess and use the land subject to the terms and conditions herein and be bound by all terms covenants and conditions herein contained on the part of the lessee/ s to be observed, fulfilled and performed.

9. The lessee/s shall not in any way diminish the value of or injure or make any permanent alterations in the said demised land which may impair the value of the land in any way without the previous written consent of the Government or any Officer authorized in that behalf of the Government and shall not all or dispose of any earth, clay, gravel, sand or stone from the demised land nor excavate the same except so far as may be necessary for the execution of the works as stated in clause 16 of these presents. The lessee shall however have the right to remove any surplus earth, sand stones or gravel from the demised premises during or after the construction or erection of any buildings or structure on the demised land. In the event of lessee /s making any ditch or excavation which causes injury to the property with the consent of the Government it shall be filled in after due notice to the lessee/s by the Government or any Officer authorized in that behalf who shall recover from the Lessee / s the expenses incurred by him for the purpose as arrears of rent.

10. The lessee/s shall keep the land free from jungle and all sorts of nuisance, and where the land is used for industrial purposes, the lessee /s shall ensure that:

a) No trade effluent or other waste material which is alkaline or obnoxious or will cause toxic reactions or be otherwise injurious to public health, is discharged into any adjoining land, drain, sewer, stream or river, no smoke or fumes is released into open air without adequate treatment, according to such standards as may be prescribed by the Government or other competent authority in this regard.

b) Upon failure of the lessee / s to do so the Government, after notice to the lessee, may cause such nuisance to be removed or otherwise dealt with as the lessor may think fit and proper to do in the interest of public health and safety and all expenses incurred by the Government in that regard shall be recoverable from the lessee /s.

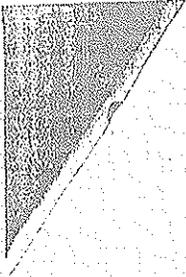
c) The lessee shall have to obtain a no objection certificate and / or an appropriate certificate from the West Bengal Pollution Control Board or the appropriate authority under the law in respect of the industry to be set up by the lessee in the leasehold land and shall furnish duly certified copy of such certificate to the Government and / or appropriate authority within six weeks from the date of execution of this presents. Provided further that the lessee shall also have to obtain appropriate certificate from the West Bengal Pollution Control Board and such other appropriate authority as may be required under the law regarding operation and functioning of the industry in the leasehold land and shall furnish a duly certified

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copy of such certificate to the Lessor / Government / appropriate authority as and when required by the Government.

11. The lessee / s shall pay and discharge all existing and future rates, taxes and assessment, duties, impositions, outgoing and burdens whatsoever assessed, charged or imposed upon the demised premises or upon the owner or occupier thereof in respect thereof or payable by either in respect thereof. If there is no Municipal law in force the lessee / s shall pay such local taxes and charges for the purpose of conservancy, lighting, Water supply, road maintenance, drainage arrangements and the like as shall be fixed from time to time by the Government.
12. The lessee / s shall preserve intact the boundaries of the holding and will keep them well demarcated according to the requisition form time to time as may be made by the Government or any Officer authorized in that behalf and shall point them out when required by the Government or any Officer authorized in that behalf. The Government or any its Officers authorized by the Government on that behalf shall be allowed to inspect the demised premises at any time during the day time upon notice be in given, should any boundary mark be missing the lessee /s shall report the fact to the Secretary, Urban Development (T&CP) Department or any Officer authorized in that behalf.
13. The lessee / s shall not be entitled to convert or allow to be used the demised land or any part thereof into a place of religion worship or use or allow the demised premises or any part thereof to be used as place for cremation or burial or for any religious purposes.
14. The lessee/ s shall not sublet the demised land or any part thereof or assign its lease hold interests or part with the possession of the same without the consent in writing first had and obtained from the Government.
15. The lessee / s shall not use nor permit any other person to use the demised land or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for used for the purposes of the tenancy.
16. The lessee/ s shall not use nor permit any other person to use the demised land or any part of portion thereof for any immoral or illegal purposes or in any manner so as to become a source of grave danger to the public peace or public safety or allow any activities therein subversive of the Government established by law in India.

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17. If the demised land or any part thereof shall, at any time, be required by the Government for a public purpose the lessee/s shall vacated debar possession of the same on demand upon payment of the compensation that may be assessed to be payable to the lessee / s by the appropriate authority. If the land is required permanently the lease shall forthwith be determined and the lessee/s shall be entitled to such fair and reasonable compensation for buildings and improvements effected by the lessee/s as shall be decided by the Government or any Officer authorised in that behalf. If a part of the land is required, whether permanently or temporarily or if the whole land is required temporarily the lease shall not be determined, but in the former case the lessee/ s shall be entitled to proportionate reduction of rent and in the latter case to a total remission of rent, and to such compensation in either case as shall be decided by the said Government of West Bengal which shall be final.
 18. The lessor reserve the right to all minerals in the lands together with such rights of way any other reasonable facilities as may be requisite for working, winning, gathering and carrying away such minerals.
 19. The lessee /s shall before building any pucca house structure privy or latrine or making any additions thereto or alterations therein, to the plan thereof approved by the Officer authorized in that behalf by the Government.
 20. The lessee /s shall permit the Government or its Officers authorized in that behalf on 24 hours notice at all reasonable time during the erection of the buildings and subsequent thereto to enter upon the demised premises to view the condition of the building for the time being erected or in course of erection thereon and for all other reasonable purpose.
 21. On breach or non-observance of any of the foregoing covenants, terms or condition herein on the part of the lessee/s contained or on the lessee / s being adjudged insolvents or making any composition with its/ their creditors the Government shall have the right to determine this lease and the lessee /s shall be liable to ejection in accordance with the provisions of the law for the time being in force but without prejudice to any other right or remedy of the Government that might have accrued.
 22. The allotted land can not be sub-divided by the lessee or their heir without prior consent of the lessor.

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23. Should the lessee / s fail and neglect to erect and construct the factory within two years from the date of these presents the Government shall have the right and be entitled to determine these presents and thereafter to re-enter into the demised premises or a portion thereof in the name of the whole or current price of the land be charged.
24. (a) Should the said land at any time thereafter lease for a period of six consecutive months to be hold and used or ceased to be required for the purpose or purposes provided for in the foregoing clauses then and in any such clause, the government may forthwith re-enter upon and take possession of the said demised land to other with all buildings thereon, whether such buildings were erected before or after the demise of the land to the lessee / s and thereupon the lessee/s shall have no further right title or interest in the said land and building and its demise shall absolutely cease and determine.
- (b) In the event, the lessee fails or does not use or keeps the leasehold land vacant unutilized either in whole or in part continuously for a period of six consecutive months the Government may forthwith resume possession of the leasehold land or such portion thereof which would be remain unutilized and re-enter upon the same and take possession without prejudice to its rights for taking such other step or steps for the same as would be permissible under this presents and under the law.
- (c) In case of determination of lease by surrender/ resumption/ cancellation of allotment, the premium of the property is to be refunded to the lessee provided that the property is surrender/ resumed in the same condition in which it was leased out. However the lessor has right to deduct an amount of 2 per cent of premium or salami realized or liable to be realized as administrative cost for such surrender or resumption, if the surrender or resumption of lease hold land takes places within a period of five years from the date of allotment. If such period exceeds five years from the date of allotment the amount of deduction will be 4 percent of premium or salami as administrative cost for such surrender/ resumption.
25. On taking such possession the Government may sell or otherwise deal with the said land and buildings as it may think proper.

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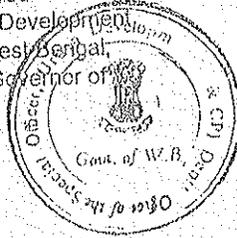
26. Should the Government sell the land with the buildings the lessor after deducting the expenses incurred in connection with the said taking of possession and such sale shall pay the proceeds to the lessee after deducting there from the value of the lease hold land and all sums as may remain due and owing to the Government.
27. Should the Government decide not to sell the land buildings, the lessor shall retain the said land and buildings, thereon in which case the Government shall, pay to the lessee / s the market value as on the day of re-entry of all the buildings only erected by the lessee and may its discretion on sufficient grounds refund the premium or salami.
28. Should the Government decide to sell the buildings only upon such sale the Government shall, after deduction the expenses of taking possession and selling, pay the balance of the proceeds of sale of the said buildings after deducting any other sums as may be to the Government and may on sufficient grounds refund the premium or salami paid by the lessee / s.

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IN WITNESS WHEREOF THE parties to these presents have hereunto set and subscribed their respective hands and seal the day month and year first above written.

Signed sealed and delivered by Special Officer, Urban Development (T&CP) Deptt., Govt. of West Bengal for and on behalf of the Governor of the State of West Bengal

For and on behalf of the Governor of the State of West Bengal.



in the presence of :

Assistant Executive Officer, Assansol Durgapur Dev. Authority City Centre, Durgapur-16

Special Officer Urban Development (T & CP) Deptt. Government of West Bengal

Special Officer, Urban Development (T&CP) Deptt., Govt. of West Bengal.

Common seal of has been affixed Hereto by M/s..... & the Directors, Proprietor, partners thereof who has/have also affixed his/their signature hereto as such

In the presence of

BURBYON Assansol Durgapur Dev. Authority - City Centre, Durgapur-16 Prepared as per prescribed Govt. draft.

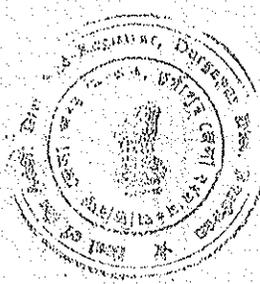
BPS Sponge Iron Limited
Bramhesh Kumar Pradhan
Authorized Signatory

Typed by :

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Addl. Dist. Sub-Registrar
Durgapur, Burdwan
11 NOV 2003



Addl. Dist. Sub-Registrar
Durgapur, Burdwan
12 NOV 2003

Handwritten notes and signatures:
1st No - 1275 - 1275
2nd No - 5885 - 5885
3rd No - 163
Date Recd 10 - 03
[Signature]



पश्चिम बंगाल, WEST BENGAL

24AA 358317

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

C.A. (IB) No. 871 / KB / 2018

In

C.P. (IB) No. 595 / KB / 2017

In the matter of the Insolvency and Bankruptcy Code, 2016: Section - 7

AND

In the matter of: Allahabad Bank

-VS-

SPS Steels Rolling Mills Ltd.



Certified Copy of the Order dated 08.04.2019 passed by this Bench.

CA(IB) No. 871/KB/2018
 In CP(IB) No. 595/KB/2017
 Allahabad Bank -vs- SPS Steels Rolling Mills Limited

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IN THE NATIONAL COMPANY LAW TRIBUNAL
 Kolkata Bench
 Kolkata

Before Shri Jinan K.R., Hon'ble Member (J)

CA(IB) No. 871/KB/2018
 in
 CP(IB) No. 595/KB/2017

In the matter of:

An application u/s. 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016;

And

In the matter of:

An application u/s. 30(6) read with 31(1) of the Insolvency and Bankruptcy Code, 2016 read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016;

And

In the matter of:

Allahabad Bank, a banking company constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its Head Office at 2, Netaji Subhas Road, Kolkata 700 001 and its Industrial Finance Branch at 9, R. N. Mukherjee Road, Kolkata 700001;

... .. Applicant/Financial Creditor

And

In the matter of:

SPS Steels Rolling Mills Limited, a company incorporated under the Companies Act, 1956 and a Company within the meaning of



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Allahabad Bank -vs- SPS Steels Rolling Mills Limited
 CA(IB) No. 871/KB/2018
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Companies Act, 2013 and having its registered office at 224A
 A.J.C. Bose Road, Kolkata 700019;

... Respondent/Corporate Debtor

And

In the matter of:

Mr. Vijaykumar V Iyer, Resolution Professional of the Corporate
 Debtor, Deloitte Touche Tohmatsu India LLP, Indiabulls Financial
 Centre, Tower 3, 27th Floor, Senapati Bapat Marg, Elphinstone
 Road (West), Mumbai 400 013.

... Applicant

Counsels appeared:

- | | | |
|----|------------------------------------|----------------------|
| 1. | Mr. Jishnu Saha, Sr. Advocate |] For the Resolution |
| 2. | Ms. Suhani Dwivedi, Advocate |] Professional |
| 3. | Mr. Deepanjan Dutta Roy, Advocate |] |
| 1. | Mr. Om Prakash Rai, Advocate |] For the CoC |
| 2. | Mr. Saikat Ray Chowdhury, Advocate |] |
| 1. | Mr. Barnik Ghosh, Advocate |] For MSTC |
| 2. | Mr. Amitesh P. Ray, Advocate |] |
| 1. | Mr. Joy Saha, Sr. Advocate |] For the H-1 Bidder |
| 2. | Ms. Sinthia Bala, Advocate |] |
| 1. | Mr. S. N. Mookherji, Sr. Advocate |] For the H-2 Bidder |
| 2. | Mr. Ratnanko Banerji, Sr. Advocate |] |
| 3. | Mr. Kumarjit Banerjee, Advocate |] |
| 4. | Ms. Srshti Burman Roy, Advocate |] |
| 5. | Mr. Pankaj Agarwal, Advocate |] |
| 1. | Ms. Manju Bhuteria, Advocate |] For the suspended |
| 2. | Ms. Meenakshi Manot, Advocate |] Board of Directors |
| 3. | Ms. Sweta Mohanty, Advocate |] |
| 4. | Ms. Shreeradha Ghosh, Advocate |] |

Order pronounced on 8th April, 2019



CA(IB) No. 871/KB/2018
In CP(IB) No. 595/KB/2017
Allahabad Bank -vs- SPS Steels Rolling Mills Limited

ORDER

1. This is an application filed by the Resolution Professional for the approval of the Resolution Plan by the Adjudicating Authority, which is duly approved by the Committee of Creditors (In short, CoC) by 100% vote share of the members of the CoC.
2. The Allahabad Bank has filed the CP(IB) No. 595/KB/2017 u/s. 7 of the Insolvency and Bankruptcy Code, 2016 (In short, I & B Code, 2016) for initiating Corporate Insolvency Resolution Process (In short, CIRP) as against the Corporate Debtor, M/s. SPS Steels Rolling Mills Limited. Vide order dated 22/12/2017, the application was admitted by appointing Mr. Vijaykumar V. Iyer as Interim Resolution Professional. Thereafter, he was re-appointed as Resolution Professional.
3. As an Interim Resolution Professional, he has made public announcement in compliance of Section 15 of the I & B Code, 2016 calling for claims from the creditors of the Corporate Debtor. Upon receipt of the claims from the creditors, Resolution Professional has invited Expression of Interest (In short, EOI) from the interested resolution applicant and received two (2) Resolution Plans respectively from (a) Shakambhari Isppa



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CAWB No. 871/KB/2018
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Power Limited (In short, SIPL) and (b) Takshvi TMT Mills Private Limited (In short, TTML).

4. It is stated that based on the affidavits and subsequent clarifications received from both the resolution applicants by the Resolution Professional, both the resolution applicants were found eligible under Section 29A of the Code.

5. It is submitted that during the 11th CoC meeting held on 08/08/2018, the Resolution Professional informed the CoC that TTML wished to submit a revised resolution plan, pursuant to the site visit and inspection of documents at the Corporate Office of the Corporate Debtor.

6. It is also submitted that at the 12th CoC meeting held on 10/08/2018, it was decided by the CoC to allow submission of revised financial offers by the two resolution applicants and for evaluation of the resolution plans along with the revised financial offers and CoC has decided to adopt a process for outbidding. Pursuant to the above, revised financial offers were received from both the resolution applicants. In the meantime, detailed Process for Outbidding was prepared and after deliberation with the resolution applicants and post concurrence from both the resolution applicants, it was finalised and adopted. Post finalization of the Process for Outbidding and acceptance by the resolution applicants, the sealed envelopes were opened.



CA(B) No. 871/KB/2018
In CP(B) No. 505/KB/2017
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presence of the CoC and the resolution applicants. Both the resolution plans, including the revised financial offers, were then evaluated by the Process Advisor on the basis of the agreed Process for Outbidding and SIPL was declared as the H-1 bidder and TT MPL was declared as the H-2 bidder.

7. It is stated that as per the adopted Process for Outbidding, the CoC had proceeded to negotiate with H-1 bidder, that is, SIPL to further revise their financial offer. However, SIPL did not take the opportunity. Thereafter, H-2 bidder, that is, TT MPL was invited as per the adopted Process for Outbidding to revise the financial offer, if any, in the format included in the Process for Outbidding, such that it results into an increase in its score under the identified criteria, without any other change in the resolution plan, which should in any event at least be higher than H-1 Revised Evaluated Score, as determined by the Process Advisor. However, TT MPL, that is, H-2 bidder, after deliberations communicated to the CoC that it would not be able to submit a higher revised financial offer than SIPL, that is, H-1. Since H-2, TT MPL, decided not to submit a higher revised financial offer, SIPL, that is, H-1's resolution plan along with its final financial offer was declared as the highest evaluated resolution plan.

8. It is further stated that pursuant to the above, the CoC held further negotiations with the successful resolution



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applicant, which led to two addendums dated August 30, 2018 and September 1, 2018 respectively submitted by SIPL. The addendums read with the resolution plan of SIPL submitted on May 10, 2018 constitute the final Resolution Plan of the SIPL.

9. It is submitted that at the 14th meeting of the CoC held on 01/09/2018 the Resolution Plan of the SIPL was placed before the CoC for approval and it was agreed that e-voting shall be carried out on the Resolution Plan of SIPL between 7 P.M. on 02/09/2018 to 7 P.M. on 03/09/2018. In terms of e-voting results, the CoC unanimously approved the Resolution Plan of SIPL. Hence, this application is filed for approval of the Resolution Plan.

10. Pending consideration of this CA, a supplementary affidavit was filed on 18.02.2019, by the Resolution Professional contending in brief the following:-

(a) In the meanwhile, a writ petition (Civil) No. 1266 of 2018 was filed before the Hon'ble Supreme Court, by Mr. Bipin Kumar Vohra & Ors., being the suspended members of the Corporate Debtor wherein, vide order dated 22/10/2018, the Hon'ble Supreme Court has directed that the Resolution Plan shall not be approved by this Hon'ble Tribunal without leave of the Hon'ble Supreme Court of India. The primary contention raised by Mr. Bipin Kumar Vohra & Ors in the above mentioned writ petition was that they had not been provided with a copy of



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the Resolution Plan of SIPL. Vide order dated 31/01/2019 Hon'ble Supreme Court has allowed the above writ petition with the following directions:

"In each of these cases, the appellants will be given copies of all resolution plans submitted to the CoC within a period of two weeks from the date of this judgment. The resolution applicant in case of these cases will then convene a meeting of the CoC within two weeks thereafter, which will include the appellants as participants. The CoC will then deliberate on the resolution plans afresh and either reject them or approve of them with the requisite majority, after which, the further procedure detailed in the Code and the Regulations will be followed. For all these reasons, we are of the view that the petition and appeal must be allowed and the NCLAT judgment set aside."

(b) In compliance with the above judgement of the Hon'ble Supreme Court, the Resolution Professional sent e-mails on 02/02/2019 to all the three(3) suspended directors of the Corporate Debtor to execute the Confidentiality Undertaking to enable the Resolution Professional to share the resolution plans. After compliance of the above by the suspended directors of the Corporate Debtor, the resolution plans were immediately shared with them. Resolution Professional also sent e-mail on



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04/02/2019 to the MSTC Limited (being the Operational Creditor's nominee) to execute the Confidentiality Undertaking. After compliance by the MSTC Limited, the resolution plans were also immediately shared with them.

(c) Pursuant to providing access to the Resolution Plans, the 17th meeting of the CoC was convened on 14th February 2019, which was attended by the members of the CoC, suspended directors of the Corporate Debtor, MSTC Limited, SIPL (H-1 Bidder) and TTMPL (H-2 bidder). At the meeting pursuant to the judgment of the Hon'ble Supreme Court, opportunity was provided to the suspended directors of the Corporate Debtor and the representative of the Operational Creditors to provide their views on the Resolution Plan. Both the Resolution Applicants were also given opportunity to consider and modify their Resolution Plans in view of the observations made by the Operational Creditors and the directors. After much deliberations, the Resolution Plan of the highest evaluated Resolution Applicant (SIPL) was put up for fresh voting as part of the 17th CoC meeting and the same was approved with a 100% voting share by the CoC members present. Subsequently, the sole member of the CoC who did not vote in the meeting of the CoC members, due to his absence, has voted through e-voting and thus the Resolution Plan has been approved by 100% vote share of the CoC. It is this



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Resolution Plan which is for consideration of this Bench for the approval u/s. 31(1) of the I&B Code.

11. Heard the Ld. Sr. Counsel for the Resolution Professional (In short RP), Ld. Counsel for the CoC, Ld. Sr. Counsel for the H-1 and H-2 bidders and the Ld. Counsel for the MMTC. Perused the records. No argument advanced on the side of suspended board of directors of the Corporate Debtor.

12. The resolution plan was submitted by the RP in a sealed cover opened by me in the open Court. The Ld. Sr. Counsel for the RP has submitted that the resolution plan contains all the mandatory requirements to be meted out as per Regulation 38 of IBBI (IRP For Corporate Persons) Regulations, 2016 and that an affidavit stating that the resolution applicant, H-1 bidder (SIPL) is eligible under Section 29A has been annexed with the resolution plan in compliance of section 30(1) and that the resolution plan submitted to the CoC for its approval conforms to all the conditions referred to in sub-section(2) of Section 30. He further would submit that in compliance of Hon'ble Supreme Court directions, opportunities were given to the members of the suspended board of directors of the Corporate Debtor (In short CD) and to the MMTC and the CoC considered the resolution plan afresh after hearing the members of the board of directors and operational creditors and again it was put to voting and the



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resolution plan of SIPL was finally approved in its 17th meeting held on 14th February, 2019 and it is liable to be approved.

13. The ld. Sr. Counsel for the Resolution Professional also submits that RP has verified the contents of the Resolution Plan and confirms that it complies with the requirements as envisaged under Regulation 38 of IBBI (IRP For Corporate Persons) Regulations, 2016 as well as Section 30(2) of the Code, for which a copy of Form H - Compliance Certificate issued by the Resolution Professional is also annexed with the application as "Annexure - 14", (pages 326 to 331).

14. Two objectors alone come forward objecting the approval of the resolution plan. They are H-2 bidder (Takshvi TMT mills Pvt. Ltd) and MMTC, an operational creditor. H-2 bidder filed two applications challenging the approval of resolution plan. CA(IB) No. 810/KB of 2018 and CA(IB) No. 277/KB of 2019 are the said two applications. CA(IB) No. 810/KB of 2018 was filed challenging the methodology of process for outbidding chosen by the CoC for evaluating the revised bids and challenging the SIPL's (H-1 Bidder) eligibility under Section 29A of the Code. Pending consideration of CA(IB) No. 810/KB of 2018, RP filed supplementary affidavit in this application along with the approved resolution plan in view of the direction of the Hon'ble Supreme Court vide order dated 31.01.2019. It is at this juncture,



CA(IB) No. 277/KB of 2019 was filed by the H-2 bidder raising similar contentions taken in CA(IB) No. 810/KB of 2018. It was filed on 27.02.2019. In addition to the said contentions, the H-2 bidder alleged that the RP did not afford an opportunity to the Applicant to improve its offer, including provisions made for the Operational Creditors, which is contrary to the letter and spirit of the judgment of the Hon'ble Supreme Court and that the H-2 bidder was not afforded an opportunity to improve its financial offer in the light of subsequent challenge to *permitted user agreement* by the RP in its application CA(IB) No. 05/KB of 2019. Both the said applications were dismissed vide separate orders. Therefore, the objections to the approval of the resolution plan by the H-2 bidder are found unsustainable and devoid of any merit.

15. The second objector is MMTC. MMTC has participated in many of the meetings of the CoC and all its objections regarding the acceptance of its claim and its request to consider it as a secured creditor were considered by the CoC and out of its claim of Rs. 300.44 crores, Rs. 8.56 crores alone was allotted to it which according to the Ld. Counsel for the MMTC, is discriminatory and prays for modification of the plan by allotting the amount at par with the financial creditor.



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CA(IB) No. 871/KB/2018
In CP(IB) No. 595/KB/2017
Allahabad Bank -vs- SPS Steels Rolling Mills Limited

16. Dissatisfied with the above referred allotment, the MMTC filed an application CA(IB) No. 1167/KB of 2018 on 14.11.2018 claiming that its claim being considered and admitted as a secured creditor, cannot be treated separately, but should be paid in line of secured financial creditors to the extent of the value of the raw materials pledged by way of security. It also claimed absolute right over the pledged goods. The Resolution Professional has arrived at a Liquidation value for the pledged materials lying with the Corporate Debtor. The MMTC being an operational secured creditor is only entitled to the liquidation value of the pledged materials and that was provided in the Resolution Plan and therefore the objection of the MMTC also is found unsustainable under the provisions of the Code and Regulations. The grounds alleged being found unsustainable, the application filed by MMTC also was dismissed.

17. In view of the dismissal of all the applications filed by the objectors and being satisfied that the Id. Resolution Professional has completed the process by giving fairly good opportunities to both resolution applicants for arriving at the maximization of value for the stressed assets of the Corporate Debtor, and the CoC has approved the resolution plan of SIPL as the best plan among the two plans under consideration of the CoC and it is that plan which is approved by the CoC by a 100% vote share of



CA(IB) No. 871/KB/2018
In CP(IB) No. 595/KB/2017
Allahabad Bank -vs- SPS Steels Rolling Mills Limited

the members of the CoC, and therefore, the plan is liable to be approved as per section 31 (1) of the Code.

18. The interference asked for by the unsuccessful bidder at the later stage of approval of the successful resolution plan, if considered by me, would lead to stretching of the maximum period of CIRP beyond 270 days, and would upset the entire process agreed by the resolution applicants under the guise of maximization of value. To my understanding, such a step is unwarranted in this case and against the provisions of the Code. Quoting marginal enhancement of bid amount at the time of final consideration of the question of approval of a plan if considered, the entire sanctity of the process mandated by the Code and Regulations would be disturbed. The CoC's decision not to consider the submission of unsuccessful bidder to provide an opportunity is within its power and in accordance with the provisions of the Code and Regulations. This is a case in which I take note a systematic way of maximising the value of the stressed assets of the Corporate Debtor has been adopted by the Resolution Professional with the approval of CoC and has given a healthy competition between the two bidders for raising the final bid offer after final voting has been done on 17/02/2019. The CoC finally approved the plan with 100% of its vote share. Moreover no *mala fide* is alleged or proved. In the said background, I am not bound to reopen the process.



19. A reference to the Plan, it is understood that the assets of the Corporate Debtor are going to rest in a safer hand. SIPL is a Company, incorporated in the year 2001, and is engaged in the very same line of manufacturing process as the Corporate Debtor. It too is engaged in the production of TMT Bars. All the provisions of mandatory requirements are seen complied by the resolution applicant as per Form H submitted by the RP. It provides provision for the payment of insolvency resolution process, payment of the debts of operational creditors, management of the affairs of the Corporate Debtor, and provides provision for implementation and supervision of the resolution plan. It also provides term of the plan and its implementation schedule. So it is a feasible and viable plan. This is a case in which the CoC has judiciously distributed the financial bids to the stakeholders respective to their entitlements. There is nothing in the plan, so as to disapprove it. The CoC has very well deliberated with the two plans and decided the viability, feasibility and financial matrix of each plans and approved one with 100% vote shares of the members of the CoC. Accordingly, I hereby approve the resolution plan of SIPL upon the following directions:-

- (i) The Resolution Plan of Shakambhari Ispat & Power Limited (SIPL), which is approved by the CoC with 100% voting share, is hereby approved under provisions of sub-section (1) of Section 31 of the Insolvency and

CA(IB) No. 871/KB/2018
In CP(IB) No. 595/KB/2017
Allahabad Bank -vs- SPS Steels Rolling Mills Limited

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Bankruptcy Code, 2016, which shall be binding on the Corporate Debtor (SPS Steels Rolling Mills Ltd.), its employees, members, creditors, guarantors and other stakeholders involved in the Resolution Plan.

(ii) The revival plan of the company in accordance with the approved Resolution Plan shall come into force with immediate effect.

(iii) The moratorium order passed under Section 14 shall cease to have effect.

(iv) The Resolution Professional shall forward all records relating to the conduct of the Corporate Insolvency Resolution Process and the Resolution Plan to the Insolvency and Bankruptcy Board of India to be recorded in its database.

(v) CA (IB) No. 871/KB/2018 in CP (IB) No. 595/KB/2017 is disposed of accordingly.

(vi) CA (IB) No. 05/KB/2019 and CA (IB) No. 937/KB/2018 are to be disposed of separately.

(vii) Copy of the orders in CA(IB) No. 810/KB/2018, CA(IB) No. 1167/KB/2018 and CA(IB) No. 277/KB/2019 form part of this order.



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CA(II) No. 871/KO/2018
In CP(II) No. 595/KO/2017
Allahabad Bank vs. SPS Steels Rolling Mills Limited

Certified copy of the order may be issued to all the concerned parties, if applied for, upon compliance with all requisite formalities.

Sd.
8/11/19
(Jinan K.R.)
Member (I)

Signed on this, the 8th day of April, 2019.



No. MA NO - 650/2019
Date of Presentation of application for Cert. 25/04/19
No. of Pages Seventeen
Copy fee 85/-
Reg. fee 5/- Per Pages
Total fee 85/-
Date of Receipt of Cop. 25/04/19
Date of Preparation 01/05/19
Date of Delivery of 01/05/19

Basadlu
DD / DE / A / B / Chief Officer
National Company Law Tribunal
Kolkata Bench
01/05/19

hb.

WEST BENGAL POLLUTION CONTROL BOARD



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'Paribesh Bhawan'
Bldg. No. - 10A, Block - LA, Sector-III
Salt Lake City, Kolkata-700 098

Consent Letter Number : CO132099

Memo Number : 2803-E/WPBD-Cont(398)/2K

Date : 29/09/2023

Consent to Operate

under

Section 25 & 26 of the Water (Prevention and Control of Pollution) Act, 1974 and
Section 21 of the Air (Prevention and Control of Pollution) Act, 1981

The West Bengal Pollution Control Board (hereinafter referred to as State Board) under the provisions of Section 25 & 26 of the Water (Prevention and Control of Pollution) Act, 1974, as amended and Section 21 of the Air (Prevention and Control of Pollution) Act, 1981, as amended and Rules and Orders made thereunder, hereby grants its consent to :

M/s. SPS Steels Rolling Mills Ltd.

'Diamond Prestige', 41A, A.T.C. Bose Road, 7th floor, (Address of Regd. office/Head/Office/City Office)
Kolkata-700017

(hereinafter referred to as Applicant) for its unit located at Dr. Zakir Hussain Avenue, DMC ward - 26,

P.O. - ABL Sub Post Office, P.S. - New Township, Paschim Bardhaman - 713206.

(Detailed address of the manufacturing unit)

for a period from 01/10/2023 to 30/9/2028

to operate the industrial unit and to discharge liquid effluent and to emit gaseous effluent from the premises/land of the industrial unit, in accordance with the conditions as mentioned in the Annexure to this consent letter provided on any day at any instance the quantity and quality of liquid discharge and gaseous emission shall not exceed the permissible limit as specified in the Table I & II of this consent letter and in the Environmental (Protection) Act, 1986.

Breach of the conditions and / or failure to comply with the directions as set out in the Annexure shall render the applicant liable for prosecution under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981.

The State Board reserve the right to revoke, withdraw or make any reasonable variation / change / alter the conditions of this consent letter giving one month's notice to the applicant.

Seal

For and on behalf of the State Board

(Member-Secretary/Chief Engr./ Sr. Env. Engr. / Env. Engr./ Asst. Env. Engr.)
Regional Engineer
Durgapur Regional
West Bengal Pollution Control Board

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(2)

ANNEXURE

Consent to M/s. SPS Steels Rolling Mills Ltd.
 for its unit at Dr. Zakir Hussain Avenue, DMC ward - 26, PO - ABL Sub-Post Office,
P.S. - New Township, Paschim Bardhaman - 713 206.

Conditions :

01. This Consent is valid for the manufacture of :-

Sl. No.	Name of major products and by-products	Quantity manufactured per-month
01	Sponge Iron	66,000 TPA (max.)
02	Long products (TMT rods, etc.)	4,56,000 TPA (max.)
03	MS Billets	3,50,000 TPA (max.)
04		
05		
06		
07		
08		
09		
10		
11		
12		

02. The Applicant shall remain responsible for quantity and quality of liquid effluent and air emissions.
03. Daily discharge of industrial liquid effluent shall not exceed Nil KL.
04. Daily discharge of domestic liquid effluent shall not exceed 25 KL.
05. Daily discharge of mixed (industrial & domestic) liquid effluent shall not exceed Nil KL.
06. The Applicant shall discharge liquid effluent to DMC drain/soakpit (via septic tank) (place of discharge) through 01 (one) nos. outlets / outfalls.
07. To bring into any altered or new outlet/outfall or to change the place of discharge, the Applicant shall have to inform the Board and obtain prior permission of the Board in this effect.
08. The Applicant shall provide comprehensive facility for treatment of industrial liquid waste and domestic liquid waste (sewage, sullage and liquid effluent generated from canteen), and operate and maintain the same continuously so that the quality of final effluent conforms to the Standard as given in Table-I in page 03.

(Member Secretary/Chief-Engr./ Sr-Jnw. Engr. / Env. Engr. / Asst. Env. Engr.)

[Signature]
 Environmental Engineer
 Director Regional Office
 Continued.....

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(4)

Consent to M/s. SPS Steels Rolling Mills Ltd.
 for its unit at Dr. Zakir Hussain Avenue, DMC Ward-26, P.O.- ABL Sub. Post Office,
P.S.- New Township, Paschim Bardhaman- 713206.

11. The Applicant shall install suitable device for measuring the volume of water consumed for different purposes as mentioned above giving correct result to the satisfaction of the State Board.
12. All the stacks connected to various sources of emissions must be designated by numbers such as S-1, S-2, S-3, etc., and this must be painted/displayed to facilitate identification.
13. The Applicant shall install comprehensive control system consisting of pollution control equipment as is warranted with reference to generation of air emissions and operate and maintain the same continuously so as to achieve the level of pollutants of the Standard as given in Table-II below :

Table-II

Stack No.	Stack height from G.L. (in mts.)	Stack attached to (sources and control system, if any):	Volume Nm ³ /hr.	Velocity of gas emission m/sec	Concentrations of parameters not to exceed				Frequency of emission sampling
					SPM (mg/Nm ³)	CO (%v/v)	SO ₂ (mg/Nm ³)	NOx (mg/Nm ³)	
S-1	30	Rotary Kilm. (100 TPD) [APCD-ESP]			100 (at 12% CO ₂)	1	—	—	Quarterly
S-2	30	Rotary Kilns-2nos. (40 TPD each) [APCD-ESP]			100 (at 12% CO ₂)	1	—	—	-do-
S-3	30	Cooler Discharge (100 TPD) [APCD-Bag filter]			50	—	—	—	-do-
S-4	30	Cooler Discharge-2nos. (40 TPD each) [APCD-Bag filter]			50	—	—	—	-do-
S-5	30	Product House			50	—	—	—	-do-
S-6	30	I-bin			50	—	—	—	-do-
S-7	30	Induction Furnace-2nos. (20 MT each) [APCD-Bag filter]			30	—	—	—	-do-
S-8	30	Induction Furnace-3 nos. (20 MT each) [APCD-Bag filter]			30	—	—	—	-do-
S-9	32	Re-heating furnace (18 TPD, CBM/ LDO/LSHS-fired)			150	1	300	1000	Half yearly
S-10	8	DG set (400 KVA)			150	1	—	—	Once in 05 years.
S-11	8	DG set (380 KVA)			150	1	—	—	-do-

(As per the Order dated 18/4/2017 of the Hon'ble NGT, E2 Bench, no 'black' DG set is permitted to be used. The unit shall dismantle all 'black' DG sets existing within its premises and shall submit a compliance report within 03 months from here of.)

Kay
 Member Secretary/Chief Engr./ Sr. Env. Engr. / Env. Engr. / Asst. Engineer
 Environmental Engineering
 Durgapur Regional Office
 West Bengal State Pollution Control Board
 Continued.....

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(5)

Consent to M/s. SPS Steels Rolling Mills Ltd.
 for its unit at Dr. Zakir Hussain Avenue, DMK ward-26, P.O.-ABL Sub-Post Office,
P.S.- New Township, Paschim Bardhaman-713206,

14. The *Applicant* shall provide ports in the stack(s) and other necessary permanent facilities such as ladder, platform, etc. for monitoring/sampling the air emissions and the same shall be made available for inspection and use by the *State Board's* staff as well as *State Board's* authorised agencies.

15. The *Applicant* shall observe the following fuel consumption pattern :-

Sl. No	Type of fuel	Quantity consumed per day	Fuel burning operation where the fuel is used
01	CEM	465 cubic metres/month	Re-heating furnace
02	LDO/LSHS	365 KL/month	-do- (in the form of alternative fuel)
03	HSD	0.3 KL/month	Standby DG sets (400 KVA & 380 KVA)
04			
05			

16. The *Applicant* shall maintain the generation and treatment/disposal of non-hazardous solid waste as specified below :-

Type of waste	Quantity	Treatment	Disposal
End cuts & Mill scales	1450 MT/month		To be sent to in house
MS scraps	760 MT/month		-do-
Slag	4550 MT/month		To be used/given out for land filling.
Dolomite	1750 MT/month		To be given to units with AFCC/PS&C/Bier
APC dust	1083 MT/month		To be given out for land filling/brick making

17. The *Applicant* shall take adequate measures for control of noise levels from its own sources within the premises within the limit given below :-

Time	Limit in dB(A) L_{eq}
Day Time (06 a.m. to 08 p.m.)	65
Night Time (08 p.m. to 06 a.m.)	55

18. The *Applicant* shall at all times maintain good house-keeping, proper working order, and operate efficiently for control of pollution from all sources so as not to cause nuisance to surrounding areas/inhabitants and to achieve compliance with the terms and conditions of the consent.

19. The *Applicant* shall bring about at least 33% of the available open land under the green coverage / plantation.

20. The *Applicant* shall provide for an alternate electric power source sufficient to operate all pollution control facilities installed by the *Applicant* to maintain compliance with the terms and conditions of the consent. In absence of such an alternate electric power source, the *Applicant* shall stop, reduce or otherwise control production to abide by the terms and conditions of the Consent regarding pollution level.

21. The *Applicant* shall install a separate energy meter showing the consumption of energy for operation of pollution control devices.

22. The *Applicant* shall ensure that fugitive emissions from the activity are controlled so as to maintain clean and safe environment in and around the factory premises.

23. The *Applicant* shall provide drainage system for conveying industrial and domestic liquid waste. Storm-water drain shall be kept separate from the drainage system meant for industrial and domestic liquid waste

(Member Secretary/Chief Engr./ Sr. Env. Engr. / Juv. Engr. / Asst. Engr.)

Environmental Engineer
 Durgapur Regional Office
 West Bengal Pollution Control Board

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(6)

Consent to M/s. SPS Steels Rolling Mills Ltd.
 for its unit at Dr. Zakir Hussain Avenue, DMC ward -26, P.O.- ABL Sub-Post Office,
P.S.- New Township, Paschim Bardhaman- 713206.

24. The *Applicant* shall maintain a separate register showing consumption of chemicals used in pollution control systems.
25. The *Applicant* shall get the samples of hazardous wastes/leachates analysed at least once in from the laboratory recognised of the West Bengal Pollution Control Board and ensure that they conform to the limits stipulated. Test reports shall be sent to the Board.
26. The *Applicant* shall provide adequate and safe facility for collection of air, waste water and solid waste samples by the *State Board's* staff as well as *State Board's* authorised agencies.
27. The *Applicant* shall submit to the *State Board* by the 30th September of every year the Environmental Statement Report for the financial year ending 31st March of the current year in the prescribed form (Form -V) as required under the provisions of rule 14 of the Environment (Protection) [Second Amendment] rules, 1992.
28. The *Applicant* shall allow the Officers of the *State Board* to enter into the applicant's premises at any reasonable time to inspect the pollution control systems as well as monitoring and measuring devices in connection with prevention & control of pollution.
29. The *Applicant* shall maintain an Inspection Book in the factory premises which shall be made available to Officers & employees of the *State Board* for inspection, review and to write down any direction or observation as is deemed necessary during the inspection from time to time.
30. The *Application* shall furnish to the *State Board* all information in respect of quality, quantity, rate of discharge, place of discharge of liquid effluent and air emissions.
31. The *Applicant* shall maintain adequate number of qualified and trained personnel among his staff for proper maintenance and operation of the effluent treatment and / or emission control devices and for overall environment management of the industry.
32. The *Applicant* shall have to make registration for the use of groundwater if any, with Central Ground Water Authority.
33. The *Applicant* shall intimate to the *State Board* immediately of any occurrence or apprehension of occurrence of discharge of any poisonous, noxious or pollutants in excess of quality as well as quality as mentioned earlier to any receiving water body/receiving system or to atmosphere owing to accident or other unforeseen incident/event including natural disaster. The *Applicant* Shall (i) take all steps adequate to prevent such accident discharge/release of poisonous, noxious or pollutants and to limit their consequences to persons and the environment, (ii) provide to the persons working on the site with the information, training and equipment including antidotes necessary to ensure their safety and mitigate the accidental release of poisonous noxious or pollutants to the environment.
34. The *Applicant* shall make an application to the *State Board* in the prescribed form for renewal of the consent at least 60 (sixty) days before the date of expiry of this Consent.
35. The *Applicant* shall not make any alternation/modification/expansion in the existing manufacturing process and equipment as well as the pollution control system without prior approval of the Board.
36. The *Applicant* shall comply with the conditions as laid down in the Manufacture, Storage and Import of hazardous Chemicals Rules, 1989 and Hazardous Wastes (Management & Handling) Rules, 1989.

Additional Conditions

- (i) Hazardous wastes like used oil, discarded oil filters & oil-contaminated cloth/jute shall be disposed as per the provisions of Hazardous & Other wastes (Management & Trans-boundary Movement) Rules, 2016 & as amended and the unit shall operate with valid Hazardous Waste Authorization of the State Board.
- (ii) This consent may be revoked in case of any valid public complaint against the unit on grounds of creating environmental hazard and/or for violating environmental norms & conditions.

Signature
 Environmental Engineer
 Member Secretary/Chief-Engr./ Sr. Env. Engr. / Env. Engr. (West. Env. Engr.) (Office)
 Durgapur Region
 West Bengal Pollution Control Board

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**FORM-3**

[See rules 5(1), 6(4), 7(1) and 8(2)]

GOVERNMENT OF WEST BENGAL



DIRECTORATE OF FACTORIES

LICENCE TO WORK A FACTORY

Licence No. **014770** Reg. No. **0018/BD/X/2000** . Date of amenability **13TH DEC 2001** H.P **36214** Worker **1500** Fee Rs. **255000/-** Licence is hereby granted to **SPS STEELS ROLLING MILLS LTD.**, valid only for the factory known as **SPS STEELS ROLLING MILLS LTD.** situated at **DR. ZAKIR HUSSAIN AVENUE, G.T ROAD(INDO AMERICAN MORE), DURGAPUR , WEST BURDWAN-713206, W.B.**, subject provisions of the Factories Act, 1948, and the rules made thereunder.

The licence shall remain in force till **31st Dec 2028**

The 02nd Jan 2025

Sd/-
Deputy Chief Inspector of Factories, West Bengal

for The Chief Inspector of Factories, West Bengal

RENEWALS

Valid up to	H.P	Worker	Fee for renewal	Date of payment	Late fee for renewal	Signature of Deputy Chief Inspector of Factories, West Bengal
31st Dec 2025	15000(HP) and above	1500	85000	30/12/2024 18:52:51,	0	Soumya Chatterjee
31st Dec 2026	15000(HP) and above	1500	85000		0	Soumya Chatterjee
31st Dec 2027	15000(HP) and above	1500	85000		0	Soumya Chatterjee
31st Dec 2028	15000(HP) and above	1500	85000		0	Soumya Chatterjee

TRANSFERS

To whom transferred	Date of Transfer	Date of payment of transfer fee	Signature of Deputy Chief Inspector of Factories, West Bengal

AMENDMENTS

Date of amendment	Amended worker	Amended H.P	Date of payment of Amendment fee	additional fee	Signature of Deputy Chief Inspector of Factories, West Bengal
01st Jan 2022	1500	Over 15000 HP		85000	Sd/-
01st Nov 2021	1500	15000(HP) and above	30th Dec 2024	341000	Soumya Chatterjee

This Licence is Computer generated and does not require any signature. For authenticity of this



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Government of West Bengal
West Bengal Form No. 393Z (28)
License under the West Bengal Fire Services Act, 1950

License no.:IND/WB/FSL/20192020/178143

Date: 29-01-2024

License is hereby granted to MS SPS Steels Rolling Mills Limited under Section 12 of the West Bengal Fire Services Act, 1950, to use the building or place being No. (a) Dr. Zakir Hussain Avenue, ward no. 26, under D.M.C, near Indo American More, Paschim Bardhaman, Pincode - 713206, P.S. - Durgapur PS, Nearest Fire Station - Durgapur as a warehouse/workshop for storing or processing or keeping (b)

1. Coal - 500000 Kg.
2. Petroleum and Petroleum derivatives - 10000 Ltr.
3. Gas Cylinder(LPG) - 100 Kg.
4. Gas Cylinder(Oxygen or Acetylene or Hydrogen) - 6100 Kg.

subject to the conditions noted below and such other conditions as may be prescribed.

It is hereby acknowledged that a sum of Rs. 90000 being the license fee due by the said MS SPS Steels Rolling Mills Limited for the period from 01/02/2024 to 31/01/2027 in respect of the aforesaid license has been received @Rs. 30000 per annum.

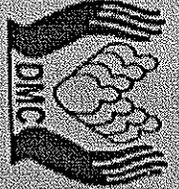
CONDITIONS ABOVE REFERRED TO:

- (1) The warehouse/workshop shall at all times be open to inspection by such officer or officers, being member or members of the Fire Brigade, as may be appointed by the Director General of Fire Service.
- (2) The warehouse/workshop shall confirm to the conditions prescribed under Section 12 of the West Bengal Fire Services Act, 1950.
- (3) No article referred to in the Clause (I) of Section 12 of the West Bengal Fire Services Act, 1950, shall be made, prepared, dried or treated in any manner on the top or roof of any building constituting or forming a part of a warehouse.
- (4) No person shall be allowed to use as residence any part of the warehouse or to bring into the warehouse any match-boxes or match-sticks or any artificial light not duly and thoroughly protected or to smoke within the warehouse while jute or cotton is stored therein.
- (5) Needs to renewed within next 3 Years

Validity unknown

Digitally Signed
Name: Pariba Tshering Shidpa
Date: 29-Jan-2024 7:40:03
Reason: Approved
Location: West Bengal

FORM NO. 10
(VIDE RULE - 51)



Office of the DURGAPUR MUNICIPAL CORPORATION
CITY CENTRE, DURGAPUR, PIN - 713216
PROPERTY TAX RECEIPT

80

Assessee Id : 1120982 Assessment No : 330940120062 Old No. : 56896 Holding No. : 100/1/1
Name of the Assessee : M/S S.P. S. STEELS ROLLING MILL LTD.
Ward No. : 28 Locality/Street : ZAKIR HOSSAIN AVENUE DGP- 06

Receipt Date : 28/05/2025
Receipt No : 2025-2025/P/5933
Bill Receipt No. :

Received the sum of ₹ 371640.00 (In words) RUPEES THREE LAKHS SEVENTY ONE THOUSAND SIX HUNDRED FORTY ONLY
in account of property tax and surcharge as detailed below :

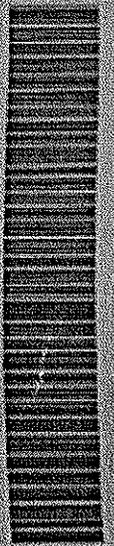
	Details of Arrear Received (Year wise)					Current (2025-2026)					Total Amount
	Year (Others)	2022-2023	2023-2024	2024-2025	Total Arrear	1st Qtr Amount April-June	2nd Qtr Amount July-Sept	3rd Qtr Amount Oct-Dec	4th Qtr Amount Jan-March	Total Amount	
Property Tax	0.00	0.00	0.00	0.00	0.00	97800.00	97800.00	97800.00	97800.00	391200.00	
Rebate On Property Tax	0.00	0.00	0.00	0.00	0.00	-4890.00	-4890.00	-4890.00	-4890.00	-19560.00	
Surcharge Amt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Amount : 371640.00											
Net Amount : 371640.00											

Pay Mode: Demand Draft, Amount: 371640.00, Bank Name: INDIAN BANK, Instrument No.: 356672, Dated: 17/05/2025

BANK Transaction ID :

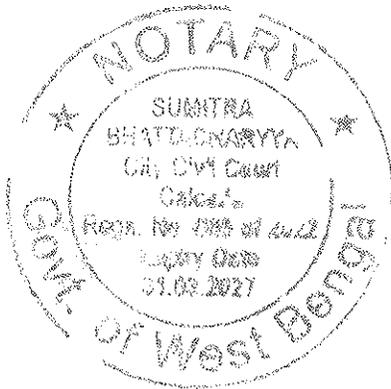
Collecting Surfer/Counter : MORGANA CHAUDHARY (6-01)

Paid At: Municipality



BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL
EASTERN ZONAL BENCH, KOLKATA,
WEST BENGAL

O. A NO. 37/2025/EZ



In the matter of :
Subrata Mullick

.....Applicant

-Versus-

The State of West Bengal & Ors.

....Respondents.

COUNTER AFFIDAVIT ON
BEHALF OF RESPONDENT
NO. 3

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